

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

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| DAVITA M. KEY, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | Case No. 2:19-CV-767-ECM |
| |) | |
| HYUNDAI MOTOR |) | |
| MANUFACTURING, ALABAMA, |) | |
| LLC; HYUNDAI ENG AMERICA, |) | |
| INC.; and DYNAMIC SECURITY, |) | |
| INC. |) | |
| |) | |
| Defendants. |) | |

PLAINTIFF'S WITNESS LIST

**Exhibit C – Deposition of Hyundai Motor Manufacturing's
30(b)(6) Deponent (Robert Burns)**

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| Case | Key Depositions - Trial |
| Issue Code | Deposition Designations |

| ANTHONY, ROBERT 6/22/22 VOL 1 | | |
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| 1 | 009:08 - 010:01 | <p>009:08 Will you please state your full name</p> <p>09 for the record?</p> <p>10 A. Full name, Robert Anthony Burns.</p> <p>11 Q. Who is your employer?</p> <p>12 A. Hyundai Motor Manufacturing Alabama.</p> <p>13 Q. And I notice on your shirt there's</p> <p>14 something that has the logo Hyundai, and it says</p> <p>15 Hyundai. To whom does that refer?</p> <p>16 A. That refers to, again, Hyundai Motor</p> <p>17 Manufacturing Alabama.</p> <p>18 Q. What does HMMA do?</p> <p>19 A. HMMA is an automotive assembly plant</p> <p>20 that produces vehicles for the North American</p> <p>21 market.</p> <p>22 Q. Where is it located?</p> <p>23 A. In Montgomery, Alabama at 700 Hyundai</p> <p>010:01 Boulevard.</p> |
| 2 | 010:07 - 011:09 | <p>010:07 lot of Hyundais, so I'm going to try and use</p> <p>08 reference to Hyundai Motor Manufacturing America</p> <p>09 as HMMA. Can we agree to that?</p> <p>10 A. Well, Hyundai Motor Manufacturing</p> <p>11 Alabama.</p> <p>12 Q. Alabama. And it would be HMMA?</p> <p>13 A. That is correct.</p> <p>14 Q. What is the size of the HMMA campus</p> <p>15 or facility?</p> <p>16 A. Okay. So the campus represents</p> <p>17 seventeen hundred acres of land. About</p> <p>18 thirty-two million square feet of under roof,</p> <p>19 yeah.</p> <p>20 Q. What have been your dates of</p> <p>21 employment with HMMA?</p> <p>22 A. From April 2007 to present.</p> <p>23 Q. What is your current job title?</p> <p>011:01 A. I am chief administrative officer and</p> <p>02 vice-president of HR and administration.</p> <p>03 Q. How long have you been in those</p> |

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| | | <p>04 roles?</p> <p>05 A. In the chief administrative officer</p> <p>06 role since July 2021.</p> <p>07 Q. How long have you been the</p> <p>08 vice-president of HR administration?</p> <p>09 A. Since October of 2018.</p> |
| 3 | 012:12 - 013:09 | <p>012:12 Q. What do you do as chief</p> <p>13 administrative officer?</p> <p>14 A. I'm responsible for all the</p> <p>15 administration functions at Hyundai Motor</p> <p>16 Manufacturing Alabama, which includes HR, general</p> <p>17 affairs, which is facilities management,</p> <p>18 cafeteria, restaurant -- I'm sorry -- restrooms,</p> <p>19 team relations, public relations, and then also</p> <p>20 environment, health and safety.</p> <p>21 Q. What is team relations?</p> <p>22 A. That is a function that serves as a</p> <p>23 liaison for the company to address any issues</p> <p>013:01 that may come up with the team members' concern</p> <p>02 about policies or procedures.</p> <p>03 Q. What do you do as vice-president</p> <p>04 human resources administration?</p> <p>05 A. Again, primarily, I oversee those</p> <p>06 functions I just mentioned and manage that team,</p> <p>07 which has a variety of heads of departments that</p> <p>08 are responsible for those functions. So lead the</p> <p>09 strategies and manage the processes.</p> |
| 4 | 015:23 - 016:04 | <p>015:23 Q. What is the relationship between</p> <p>016:01 Hyundai Motor Company and HMMA?</p> <p>02 A. HMMA is a -- I guess we'll say it's</p> <p>03 an LLC of that larger company that was formed in</p> <p>04 Delaware.</p> |
| 5 | 016:10 - 016:15 | <p>016:10 Q. Okay. What relationship, if any,</p> <p>11 exists between Hyundai Motor Company and Hyundai</p> <p>12 Engineering America, Inc., or HEA?</p> <p>13 A. HEA is a contractor employed by</p> <p>14 Hyundai Motor Manufacturing Alabama to provide</p> <p>15 various services as defined in their contract.</p> |
| 6 | 017:06 - 017:11 | <p>017:06 Q. Do you have any knowledge as to</p> <p>07 whether there's any type of ownership</p> <p>08 relationship between HEA and Hyundai Motor</p> <p>09 Company?</p> |

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| | | <p>10 A. No, I don't have any clear knowledge</p> <p>11 on that relationship.</p> |
| 7 | 025:09 - 025:12 | <p>025:09 Q. And you understand the testimony</p> <p>10 today, you're giving on behalf of HMMA as the</p> <p>11 voice of the company?</p> <p>12 A. Yes, I understand that.</p> |
| 8 | 028:22 - 029:05 | <p>028:22 Q. (BY MS. LEONARD:) Did you meet with</p> <p>23 counsel to prepare for your deposition?</p> <p>029:01 A. Yes, I did.</p> <p>02 Q. When did you meet with counsel?</p> <p>03 A. Yesterday.</p> <p>04 Q. Approximately how long?</p> <p>05 A. Three hours.</p> |
| 9 | 029:15 - 029:23 | <p>029:15 Q. Okay. Do you feel adequately</p> <p>16 prepared to testify today?</p> <p>17 A. I do feel adequately prepared to</p> <p>18 testify today.</p> <p>19 Q. Have you ever given a deposition</p> <p>20 before?</p> <p>21 A. Yes, I have.</p> <p>22 Q. How many times?</p> <p>23 A. I believe three times before today.</p> |
| 10 | 037:06 - 037:09 | <p>037:06 If you don't understand one of my</p> <p>07 questions, will you either let me know or ask me</p> <p>08 to rephrase it?</p> <p>09 A. Yes, I will.</p> |
| 11 | 040:21 - 042:21 | <p>040:21 Q. Okay. What is Plaintiff's Exhibit 2?</p> <p>22 A. Plaintiff's Exhibit 2 is the contract</p> <p>23 for services between Hyundai Motor Manufacturing</p> <p>041:01 Alabama, LLC and Hyundai AMOCO America, Inc.</p> <p>02 Dated February 4th, 2013.</p> <p>03 Q. What are the dates this contract was</p> <p>04 active?</p> <p>05 A. Let's see here. I believe it's on</p> <p>06 the fourth page. I probably went right by it,</p> <p>07 because it's all small print. There it is. I</p> <p>08 knew I went right by it.</p> <p>09 So the dates on Page Number 4 of the</p> <p>10 document is February 4th, 2013, terminating</p> <p>11 February 3rd, 2015, with an optional third year</p> <p>12 at HMMA's discretion.</p> |

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| | | <p>13 Q. Was Plaintiff's Exhibit 2 in effect</p> <p>14 in July and August of 2017?</p> <p>15 A. While the document says option third</p> <p>16 year after February 3rd, 2015, it's my</p> <p>17 understanding that they continued to apply or</p> <p>18 operate under the conditions of the contract</p> <p>19 until the new contract was established at a later</p> <p>20 date.</p> <p>21 Q. When was that new contract</p> <p>22 established?</p> <p>23 A. I don't have a firm date in front of</p> <p>042:01 me, so I can't answer that question.</p> <p>02 Q. Is that new contract the contract</p> <p>03 that is currently in place?</p> <p>04 A. No. There's a different contract in</p> <p>05 place to support the security services through</p> <p>06 Hyundai Engineering.</p> <p>07 Q. But you don't know when that contract</p> <p>08 went into place?</p> <p>09 A. I do not. I don't have that</p> <p>10 information.</p> <p>11 Q. Do you know what, if anything, is</p> <p>12 different between the current contract and</p> <p>13 Plaintiff's Exhibit 2?</p> <p>14 A. No, because I don't have that</p> <p>15 document to be able to refer to. I do not.</p> <p>16 Q. Even though the language of Exhibit 2</p> <p>17 provides that this contract would expire as late</p> <p>18 as 2016, you said you had an understanding that</p> <p>19 HEA and HMMA were operating under the conditions</p> <p>20 of this contract in 2017. How did you come to</p> <p>21 have that understanding?</p> |
| 12 | 043:12 - 045:07 | <p>043:12 Q. (BY MS. LEONARD:) How would HMMA</p> <p>13 have the understanding that HEA and HMMA were</p> <p>14 operating under the terms of this contract in</p> <p>15 2017?</p> <p>16 A. Because to the best of my knowledge,</p> <p>17 because I've been at the facility, you know, I</p> <p>18 was working at the facility at that time, that</p> <p>19 the security and/or contract services were still</p> <p>20 being provided.</p> <p>21 Q. Are there any documents that reflect</p> |

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| | | <p>22 that this contract was either extended or that</p> <p>23 the parties agreed to continue to operate under</p> <p>044:01 its terms despite its explicit expiration through</p> <p>02 the language of the contract?</p> <p>03 A. I don't have access to any specific</p> <p>04 information other than possibly invoices or what</p> <p>05 have you that show they were still being billed</p> <p>06 for the services.</p> <p>07 Q. Do you know if there's been any</p> <p>08 search for any documents that would reflect this</p> <p>09 contract remained in effect in 2017?</p> <p>10 A. I'm not aware of a specific search,</p> <p>11 no.</p> <p>12 Q. Other than the fact that there were</p> <p>13 security services being provided in 2017, is</p> <p>14 there anything that shows that there was an</p> <p>15 agreement between and/or among HMMA, HEA to</p> <p>16 provide security services in 2017?</p> <p>17 A. Again, just based on the document in</p> <p>18 front of me and the fact that the service was</p> <p>19 continued to be provided, there must have been</p> <p>20 some degree of understanding to continue to</p> <p>21 provide those services under the contract that's</p> <p>22 dated in this exhibit.</p> <p>23 Q. Is it HMMA's position that this</p> <p>045:01 contract and its terms were still applicable in</p> <p>02 2017 despite its expiration through the language</p> <p>03 of the contract?</p> <p>04 A. That is my understanding, because,</p> <p>05 again, the services were continuing to be</p> <p>06 provided, and they billed HMMA accordingly was my</p> <p>07 understanding.</p> |
| 13 | 045:12 - 046:11 | <p>045:12 Can you think of any reason that HMMA</p> <p>13 would contend that the terms of this contract</p> <p>14 were not in effect in 2017?</p> <p>15 A. At this point, I cannot.</p> <p>16 Q. What -- and you say at this point.</p> <p>17 What could change to where that position would</p> <p>18 change?</p> <p>19 A. If some other information came to</p> <p>20 light. But I'm going to say based on the</p> <p>21 information provided to me, that this document</p> |

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| | | <p>22 was considered to be the guides to be able to</p> <p>23 continue to provide the services.</p> <p>046:01 Q. And in preparing for your deposition</p> <p>02 today, you knew that one of the questions that</p> <p>03 you would be presented with would have been that</p> <p>04 the dates that this contract was active, correct?</p> <p>05 A. Yes, that is correct.</p> <p>06 Q. So in terms of preparing to know</p> <p>07 whether or not we could rely on the terms of this</p> <p>08 contract for 2017, your preparation would have</p> <p>09 included knowing whether the terms of this</p> <p>10 contract applied in 2017?</p> <p>11 A. That is correct, yeah.</p> |
| 14 | 046:16 - 047:01 | <p>046:16 Q. Are there any other documents</p> <p>17 clarifying the terms to reflect this contract as</p> <p>18 it existed in July or August of 2017?</p> <p>19 A. Not that I'm aware of.</p> <p>20 Q. Is there anything missing from</p> <p>21 Plaintiff's Exhibit 2 that was contained in the</p> <p>22 agreement between Hyundai Motor Manufacturing and</p> <p>23 HEA?</p> <p>047:01 A. Not that I'm aware of.</p> |
| 15 | 048:07 - 049:19 | <p>048:07 Q. So HMMA prepared Plaintiff's Exhibit</p> <p>08 2, and that's yes?</p> <p>09 A. Yes. That is yes.</p> <p>10 Q. The contract says it's between HMMA</p> <p>11 and Hyundai AMOCO America, Inc. Who or what is</p> <p>12 Hyundai AMOCO America, Inc.?</p> <p>13 A. Hyundai AMOCO America, Inc. is a</p> <p>14 company that currently, I think, is referred to</p> <p>15 as Hyundai Auto -- Hyundai Engineering.</p> <p>16 Q. Is it your understanding then that</p> <p>17 Hyundai AMOCO America, Inc. is the same as HEA?</p> <p>18 A. That is my understanding, yes.</p> <p>19 MR. MILLER: Object to the form.</p> <p>20 Q. So even though HEA is not identified</p> <p>21 by name in Plaintiff's Exhibit 2, it is HMMA's</p> <p>22 understanding that Plaintiff's Exhibit 2 applied</p> <p>23 to HEA?</p> <p>049:01 A. Yes.</p> <p>02 Q. And this is a contract for services.</p> <p>03 What are those services?</p> |

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| | | <p>04 A. The contract specifies security</p> <p>05 services in this case.</p> <p>06 Q. And what are security services?</p> <p>07 A. Items including having manpower at</p> <p>08 gates to control access to the facility, having,</p> <p>09 I guess, personnel in our security building to be</p> <p>10 able to clear individuals to receive badges to</p> <p>11 access our facility, and also mailroom services.</p> <p>12 I believe that covers all -- the big, larger</p> <p>13 scope of the services.</p> <p>14 Q. Do you know why HMMA chose to</p> <p>15 contract for these services rather than hiring</p> <p>16 people directly to provide them?</p> <p>17 A. No, I'm not part of that</p> <p>18 decision-making process, so no. I don't know</p> <p>19 exactly why they chose to go that route.</p> |
| 16 | 053:06 - 055:08 | <p>053:06 Q. If you can turn to Page 4 of the</p> <p>07 document or Page 4 of the contract or Bates</p> <p>08 Number HMMA 16.</p> <p>09 A. Okay. I'm looking at that page now.</p> <p>10 Q. Okay. Below the section that says</p> <p>11 witness, the first whereas clause reads:</p> <p>12 Whereas, HMMA owns and operates a</p> <p>13 state-of-the-art motor vehicle manufacturing</p> <p>14 facility, herein the project, on approximately</p> <p>15 one thousand seven hundred forty-four acres of</p> <p>16 land in Montgomery, Alabama (herein the site).</p> <p>17 With respect to that, is that site</p> <p>18 the location where Ms. Key would have performed</p> <p>19 work?</p> <p>20 A. Yes. It was on the site of Hyundai</p> <p>21 Motor Manufacturing Alabama or HMMA.</p> <p>22 Q. The next whereas clause reads:</p> <p>23 Whereas, HMMA desires to engage contractor to</p> <p>054:01 perform services in connection with the project</p> <p>02 and contractor desires to perform such services.</p> <p>03 My question is: What is the project</p> <p>04 identified in this whereas clause?</p> <p>05 A. As I'm reading this, I would term the</p> <p>06 site is equivalent to being the project, because</p> <p>07 it's the place where we build vehicles.</p> <p>08 Q. So what is the project with which the</p> |

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| | | <p>09 contractor is being contracted to perform?</p> <p>10 A. In this particular contract, it's for</p> <p>11 security services.</p> <p>12 Q. And so when it says -- I guess -- I</p> <p>13 want to make sure it's clear, because I guess I'm</p> <p>14 probably asking this in probably too minute a</p> <p>15 way, but it basically says HMMA is -- wants to</p> <p>16 hire the contractor to perform services in</p> <p>17 connection with the project.</p> <p>18 Is the project the overall production</p> <p>19 of cars or something else?</p> <p>20 A. I think what -- the way I interpret</p> <p>21 it is that they're providing services at the site</p> <p>22 where vehicles are being built, which happens --</p> <p>23 the project being where the site -- where the</p> <p>055:01 vehicles are being built.</p> <p>02 Q. And the services that are going to be</p> <p>03 provided by HEA are in connection with that</p> <p>04 project of the vehicles being built, it's to help</p> <p>05 further that --</p> <p>06 A. I keep going back to they're</p> <p>07 providing the services at the site where the</p> <p>08 vehicles are being built.</p> |
| 17 | 055:14 - 055:17 | <p>055:14 And so that's ultimately what my</p> <p>15 question is: What is that project?</p> <p>16 A. I see it as providing services at the</p> <p>17 location where the vehicles are being built.</p> |
| 18 | 057:17 - 058:08 | <p>057:17 Q. (BY MS. LEONARD: Mr. Burns, is it</p> <p>18 HMMA's position that in 2017, HEA was performing</p> <p>19 services under Plaintiff's Exhibit 2?</p> <p>20 A. Based on the document in front of me,</p> <p>21 which is between Hyundai AMOCO America, Inc. and</p> <p>22 Hyundai Motor Manufacturing Alabama.</p> <p>23 Q. That doesn't answer my question. My</p> <p>058:01 question is: Is it HMMA's position in this</p> <p>02 lawsuit that in 2017, HEA was performing services</p> <p>03 for HMMA pursuant to this contract?</p> <p>04 A. I'm going to say --</p> <p>05 MR. MIDDLEBROOKS: We would stipulate</p> <p>06 that that's Hyundai's position, HMMA's position,</p> <p>07 that in 2017, we had an agreement with HEA to</p> <p>08 provide security services.</p> |

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| 19 | 062:01 - 064:02 | <p>062:01 Q. (BY MS. LEONARD:) Well, let's go</p> <p>02 back to Section Number 1. Does Section Number 1</p> <p>03 define the services that HMMA expected HEA to</p> <p>04 provide in 2017?</p> <p>05 A. Yes, it does reflect the security</p> <p>06 services required.</p> <p>07 Q. While the document spells it out more</p> <p>08 fully, can we agree that Section 1 essentially</p> <p>09 says that it's HEA's responsibility to deliver</p> <p>10 workers to the locations described in the</p> <p>11 contract by HMMA to provide security services?</p> <p>12 A. To Hyundai AMOCO's requirement, yes,</p> <p>13 at that time.</p> <p>14 Q. And so in 2017, per this contract,</p> <p>15 HMMA would have expected HEA to deliver workers</p> <p>16 to the locations described by HMMA?</p> <p>17 A. Yes.</p> <p>18 Q. In Section 1, when we go to the end</p> <p>19 of the third line, it reads: The scope of work</p> <p>20 included within the services may be amended only</p> <p>21 by written directive from HMMA to contractor.</p> <p>22 Are there any documents that reflect</p> <p>23 an amendment to the scope of work included within</p> <p>063:01 the services?</p> <p>02 A. Not that I'm aware of.</p> <p>03 Q. Do you know if the scope of work was</p> <p>04 ever amended without a written directive?</p> <p>05 A. Not that I'm aware of.</p> <p>06 Q. The next sentence reads: The</p> <p>07 services shall be performed by qualified</p> <p>08 employees or subcontractors of contractor in</p> <p>09 compliance with HMMA's requests and instructions</p> <p>10 at such time so as not to interfere with HMMA's</p> <p>11 business operations.</p> <p>12 Who made the determination as to</p> <p>13 whether employees were qualified?</p> <p>14 A. The scope of work. I'll double</p> <p>15 check. Yes, I'm double checking.</p> <p>16 The scope of work includes the list</p> <p>17 of summary of services, specifications for each</p> <p>18 one of the jobs, et cetera, et cetera. So those</p> <p>19 details is what determined whether someone was</p> <p>20 qualified.</p> |
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| | | <p>21 Q. So the term specified by HMMA in the</p> <p>22 contract determine what is a qualified employee</p> <p>23 or subcontractor?</p> <p>064:01 A. As provided by the scope of work,</p> <p>02 yes.</p> |
| 20 | 066:19 - 067:02 | <p>066:19 Q. Do you know if HMMA has made a</p> <p>20 determination as to whether HEA has any</p> <p>21 obligation or responsibility to it to pay for any</p> <p>22 damages HMMA may have suffered as a result of</p> <p>23 this lawsuit?</p> <p>067:01 A. I'm not aware of any determination at</p> <p>02 this time, no, I am not.</p> |
| 21 | 068:09 - 069:15 | <p>068:09 Q. Okay. We can go to the next page,</p> <p>10 which is Page 6 of the contract or Bates Number</p> <p>11 HMMA 18.</p> <p>12 A. Okay. I'm on Page 6.</p> <p>13 Q. Okay. I want to look first at</p> <p>14 Section 6.4. In this, it reads: Contractor</p> <p>15 represents and warrants to HMMA that it will</p> <p>16 perform background checks on all of the employees</p> <p>17 and subcontractors and will comply fully with</p> <p>18 HMMA's supplier/contractor badge policy, which is</p> <p>19 attached hereto as Attachment 6.4, including all</p> <p>20 employees of any subcontractors utilized by</p> <p>21 contractor.</p> <p>22 Contractor agrees that it shall not</p> <p>23 employ any employees or subcontract -- or any</p> <p>069:01 subcontractors whose presence on HMMA's property</p> <p>02 is objected to by HMMA.</p> <p>03 Under this provision, does HMMA have</p> <p>04 the authority and ability to remove from service</p> <p>05 anybody that HEA or any of its contractors placed</p> <p>06 on HMMA's property?</p> <p>07 A. Yeah, we do have the discretion to</p> <p>08 ask for individuals to be removed from property,</p> <p>09 yes, we do.</p> <p>10 Q. And the contract and the terms of it</p> <p>11 that HEA was operating under in 2017 provided in</p> <p>12 Section 6.4 that HEA could direct HEA -- in 2017,</p> <p>13 HMMA could direct HEA to remove somebody it had</p> <p>14 placed on the property, correct?</p> <p>15 A. That is correct.</p> |

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| 22 | 081:19 - 082:11 | <p>081:19 Does this contract require HEA to</p> <p>20 carry employment practices liability insurance?</p> <p>21 A. Yes.</p> <p>22 Q. What proof, if any, did HEA provide</p> <p>23 to HMMA that it was carrying employment practices</p> <p>082:01 liability insurance that would apply to events in</p> <p>02 2017?</p> <p>03 A. All I can say is that in order for</p> <p>04 the contractor, HEA or Hyundai AMOCO, to enter in</p> <p>05 the contract with HMMA, they have to provide a</p> <p>06 certificate of insurance to be able to do that.</p> <p>07 That's required as part of the process.</p> <p>08 Q. Does HMMA have that certificate of</p> <p>09 insurance?</p> <p>10 A. The legal department likely has a</p> <p>11 copy of that certificate of insurance.</p> |
| 23 | 083:08 - 084:12 | <p>083:08 Q. Sure. Do you know when that</p> <p>09 certificate was provided, if ever, by HEA to</p> <p>10 HMMA?</p> <p>11 A. Okay. So as I stated earlier, in</p> <p>12 order for the contractor to enter a contract with</p> <p>13 HMMA and fully execute the contract, they have to</p> <p>14 provide a certificate of insurance.</p> <p>15 Q. Do you know if that was ever done by</p> <p>16 HEA?</p> <p>17 A. Again, in order for them to provide</p> <p>18 -- in order to be -- enter into the contract,</p> <p>19 they had to provide that contract to us.</p> <p>20 Q. I understand that's how it's supposed</p> <p>21 to work. My question, though, is in actuality,</p> <p>22 did HEA provide a certificate of insurance to</p> <p>23 HMMA?</p> <p>084:01 A. Again, as I've stated a couple of</p> <p>02 other times, I wasn't in this role to be able to</p> <p>03 know exactly what contract. I didn't sign this</p> <p>04 contract. So, therefore, I can't guarantee</p> <p>05 whether it was provided, but that is part of our</p> <p>06 process, as I've already stated, as part of being</p> <p>07 able to enter into a contract with HMMA.</p> <p>08 Q. And if HEA provided that certificate</p> <p>09 of insurance to HMMA, HMMA should still have it?</p> <p>10 MR. MIDDLEBROOKS: Object to the</p> |

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| | | <p>11 form.</p> <p>12 A. Yes.</p> |
| 24 | 085:07 - 085:14 | <p>085:07 Q. (BY MS. LEONARD:) Other than what</p> <p>08 you've described for me in the process that would</p> <p>09 have required HEA to provide that certificate of</p> <p>10 insurance to perform work, is there anything else</p> <p>11 that HMMA would have done to ensure HEA's</p> <p>12 compliance with the insurance provision in</p> <p>13 Section 9?</p> <p>14 A. Not that I'm aware of.</p> |
| 25 | 086:12 - 088:06 | <p>086:12 Q. I know you're looking going, How many</p> <p>13 sections are there to this contract. Let's look</p> <p>14 at Section 10, which talks about compliance with</p> <p>15 laws and rules.</p> <p>16 A. Okay. I'm at Section 10.</p> <p>17 Q. Okay. What is required through this</p> <p>18 section of the contract by the -- what is HMMA</p> <p>19 requiring through this section of the contract?</p> <p>20 MR. MIDDLEBROOKS: It speaks for</p> <p>21 itself, but he can read it for the record if you</p> <p>22 want to.</p> <p>23 Q. In plain English, what is HMMA</p> <p>087:01 seeking to require? And this is one of the topic</p> <p>02 areas that's identified in Exhibit 1, the</p> <p>03 30(b)(6) notice. It was something that you were</p> <p>04 given an opportunity to prepare for.</p> <p>05 What is required through Section 10</p> <p>06 of the contract?</p> <p>07 A. So in general terms, the contractor</p> <p>08 shall comply with federal, state, and local laws,</p> <p>09 and also Title VII, and whatever Executive Orders</p> <p>10 12 -- 11246, 11375, which are incorporated</p> <p>11 herein.</p> <p>12 And as I mentioned earlier,</p> <p>13 contractor agrees to save HMMA harmless from and</p> <p>14 against any and all liabilities, liens, claims,</p> <p>15 costs, losses, expenses, and judgments arising</p> <p>16 from or based on actual or asserted violations by</p> <p>17 the contractor.</p> <p>18 Of course, also be in compliance with</p> <p>19 OSHA. Again, that's just a broad term, and</p> <p>20 that's Section 10.2.</p> |

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| | | <p>21 And 10.3 is then the contractor being</p> <p>22 required to comply with the safety rules,</p> <p>23 regulations, policies, and programs of HMMA as</p> <p>088:01 may be implemented from time to time by HMMA.</p> <p>02 And if any contractors -- well,</p> <p>03 contractor shall comply with all work rules and</p> <p>04 regulations as well in this agreement.</p> <p>05 Q. And would those be HMMA's work rules?</p> <p>06 A. Yes, that's correct.</p> |
| 26 | 089:02 - 089:04 | <p>089:02 Q. What are Executive Orders Number</p> <p>03 11246 and 11375?</p> <p>04 A. I do not know.</p> |
| 27 | 090:20 - 091:18 | <p>090:20 Q. (BY MS. LEONARD:) What, if anything,</p> <p>21 did HMMA do to enforce Section 10 of this</p> <p>22 contract?</p> <p>23 A. Well, in general, we make sure, as</p> <p>091:01 it's stated here, that all the contractors or</p> <p>02 subcontractors adhere to OSHA standards, safety</p> <p>03 policies, et cetera. If there was any issue</p> <p>04 where they were not in compliance, then we would</p> <p>05 take action as appropriate, but it just depends</p> <p>06 on the situation. It's on a case-by-case basis.</p> <p>07 Q. Anything else?</p> <p>08 A. No. I can't think of anything else.</p> <p>09 Q. What is the penalty for breaching</p> <p>10 Section 10?</p> <p>11 A. Well, could be simple reprimand up to</p> <p>12 terminating a contract. It could be. It just</p> <p>13 depends on the severity of the violation of this</p> <p>14 section of the contract.</p> <p>15 Q. Has HMMA made any determination as to</p> <p>16 whether Dynamic and/or HEA did anything to breach</p> <p>17 Section 10?</p> <p>18 A. Not that I'm aware of.</p> |
| 28 | 092:04 - 092:16 | <p>092:04 Q. Are you aware of anybody at HMMA</p> <p>05 evaluating whether HEA or Dynamic violated</p> <p>06 Section 10 of the contract?</p> <p>07 A. I'm not aware.</p> <p>08 Q. Has anybody on behalf of HMMA</p> <p>09 evaluated whether HEA or Dynamic did anything to</p> <p>10 evaluate -- or to violate Title VII of the Civil</p> <p>11 Rights Act of 1964?</p> |

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| | | <p>12 A. I'm not aware.</p> <p>13 Q. Has anyone on behalf of HMMA</p> <p>14 evaluated whether HEA or Dynamic did anything to</p> <p>15 violate any federal anti-discrimination laws?</p> <p>16 A. Not that I'm aware of.</p> |
| 29 | 092:20 - 093:20 | <p>092:20 With respect to the filing of a</p> <p>21 charge of discrimination with the EEOC, what</p> <p>22 effect, if any, does it have on Section 10?</p> <p>23 In other words, would HEA or Dynamic</p> <p>093:01 be obligated to notify HMMA if it received a</p> <p>02 charge of discrimination from somebody it had</p> <p>03 placed on HMMA's property?</p> <p>04 A. No, because it's not an employee of</p> <p>05 HMMA.</p> <p>06 Q. Considering that the contract</p> <p>07 requires compliance with the federal</p> <p>08 anti-discrimination laws, would HMMA make any</p> <p>09 request that Dynamic or HEA notify it if it has</p> <p>10 been accused of violating those federal</p> <p>11 discrimination laws?</p> <p>12 A. They may make that request, but I</p> <p>13 guess it would determine whether that was a valid</p> <p>14 charge or not. I guess at some point when it</p> <p>15 became valid, then they would be notified.</p> <p>16 Q. Who determines if it's valid?</p> <p>17 A. I guess the EEO commission.</p> <p>18 Q. What makes a charge valid?</p> <p>19 A. Whether the EEO commission believes</p> <p>20 that there's some --</p> |
| 30 | 094:02 - 095:01 | <p>094:02 Q. Considering that the contract directs</p> <p>03 in 10.1 that all services provided herein shall</p> <p>04 comply with all applicable federal, state, and</p> <p>05 local codes and goes on to reference some of</p> <p>06 the -- at least one federal anti-discrimination</p> <p>07 law, who for HMMA makes the determination as to</p> <p>08 whether the contractor is complying with those</p> <p>09 laws?</p> <p>10 A. HMMA evaluates if there is some --</p> <p>11 again, depending on the severity of the issue,</p> <p>12 whether or not there is a violation of this</p> <p>13 section.</p> <p>14 Q. Who does that?</p> |

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| | | <p>15 A. It depends on which group. What I</p> <p>16 mean by that is if this -- this particular one is</p> <p>17 under the general affairs team, oversees -- I'm</p> <p>18 sorry -- works with Hyundai Engineering on these</p> <p>19 contracts, but that's the only group I think</p> <p>20 would evaluate that.</p> <p>21 Q. Has anyone evaluated whether this</p> <p>22 section was violated as it related to the way</p> <p>23 Davita Key was treated?</p> <p>095:01 A. Not to my knowledge.</p> |
| 31 | 095:08 - 095:12 | <p>095:08 Section 20 uses the term "independent</p> <p>09 contractor." What does HMMA mean by the term</p> <p>10 "independent contractor"?</p> <p>11 A. Well, let me read through this</p> <p>12 section.</p> |
| 32 | 095:16 - 096:02 | <p>095:16 Q. (BY MS. LEONARD:) Do you have any</p> <p>17 understanding of what this term means as it's</p> <p>18 used within the contract?</p> <p>19 A. Again, let me read through the</p> <p>20 contract.</p> <p>21 As I interpret it, I'll just say it's</p> <p>22 someone who is a subcontractor of the contractor.</p> <p>23 Q. What's the difference between a</p> <p>096:01 subcontractor of a contractor and an employee as</p> <p>02 you understand that term in this contract?</p> |
| 33 | 096:05 - 096:14 | <p>096:05 A. I can't -- like I said, I just</p> <p>06 interpret it as a subcontractor, someone that is</p> <p>07 not a part of the contractor in this contract</p> <p>08 with Hyundai AMOCO.</p> <p>09 Q. As the vice-president of human</p> <p>10 resources and the chief administrative officer,</p> <p>11 do you have an understanding of what the</p> <p>12 difference is between a contractor and an</p> <p>13 employee or an independent contractor or</p> <p>14 subcontractor and an employee?</p> |
| 34 | 096:18 - 097:10 | <p>096:18 A. I don't have any -- I gave my</p> <p>19 interpretation already.</p> <p>20 Q. And what is that?</p> <p>21 A. Again, as it states in this contract,</p> <p>22 the subcontractor is basically someone who works</p> <p>23 for the contractor in the case of this particular</p> <p>097:01 contract between Hyundai Motor Manufacturing</p> |

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| | | <p>02 Alabama and Hyundai AMOCO.</p> <p>03 Q. And when you say works for, what do</p> <p>04 you mean by that?</p> <p>05 A. Works for Hyundai Engineering.</p> <p>06 Q. Exactly. When you say they work for</p> <p>07 Hyundai Engineering, what does it mean to work</p> <p>08 for Hyundai Engineering as opposed to --</p> <p>09 A. They're a contractor. They provide</p> <p>10 services.</p> |
| 35 | 098:04 - 099:04 | <p>098:04 Q. (BY MS. LEONARD:) Sure. The people</p> <p>05 that HEA would have placed at HMMA, the work</p> <p>06 those individuals performed, for what company's</p> <p>07 benefit was that work?</p> <p>08 A. Work performed for Hyundai AMOCO or</p> <p>09 Hyundai Engineering was for the benefit of that</p> <p>10 company. That's who the contract was with.</p> <p>11 Q. Who derived the benefit of the</p> <p>12 security services provided at the Hyundai gates?</p> <p>13 A. The Hyundai Engineering would have</p> <p>14 benefited from the services provided, and</p> <p>15 secondarily, we did, too. Hyundai Motor</p> <p>16 Manufacturing Alabama did as well.</p> <p>17 Q. What do you mean by secondarily?</p> <p>18 A. Because they were not directly</p> <p>19 employed by Hyundai Motor Manufacturing Alabama.</p> <p>20 Q. How did HEA benefit from people</p> <p>21 guarding HMMA's property?</p> <p>22 A. Because they were paying for the</p> <p>23 services provided by the subcontractor,</p> <p>099:01 independent contractor on behalf of Hyundai AMOCO</p> <p>02 or Hyundai Engineering.</p> <p>03 Q. How did HEA benefit from people</p> <p>04 working in HMMA's mailroom?</p> |
| 36 | 099:06 - 099:16 | <p>099:06 A. They provided mail services.</p> <p>07 Q. For whom?</p> <p>08 A. For the -- the mail delivered to the</p> <p>09 site, which is 700 Hyundai Boulevard, to Hyundai</p> <p>10 Motor Manufacturing Alabama, or if there was</p> <p>11 someone else receiving goods -- I'm sorry -- not</p> <p>12 goods, packages or mail at that site, that's who</p> <p>13 benefited from the mailroom services.</p> <p>14 Q. But it would be fair to say that</p> |

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| | | <p>15 generally the mail coming into and going out of</p> <p>16 the mailroom was HMMA's mail?</p> |
| 37 | 099:19 - 100:20 | <p>099:19 A. That's hard to determine, because</p> <p>20 there are a number of subcontractors and</p> <p>21 independent contractors that work on our site in</p> <p>22 general that may say, I need a part or component</p> <p>23 delivered to Hyundai Motor Manufacturing Alabama,</p> <p>100:01 700 Hyundai Boulevard with their name on it.</p> <p>02 Q. And that would be a part that's</p> <p>03 ultimately going to be used to benefit the</p> <p>04 production of HMMA's vehicles?</p> <p>05 A. It may be something to repair a part</p> <p>06 or repair something that's a building, not</p> <p>07 necessarily building of a vehicle.</p> <p>08 Q. But the buildings that are at -- on</p> <p>09 that property are HMMA's buildings, correct?</p> <p>10 A. That is correct.</p> <p>11 Q. And the equipment that is -- that is</p> <p>12 at that property is used ultimately to</p> <p>13 manufacture vehicles that are HMMA vehicles?</p> <p>14 A. There's a wide variety of activities</p> <p>15 on the site that does include manufacturing</p> <p>16 vehicles, but there are other activities as well.</p> <p>17 So it's hard to determine exactly</p> <p>18 what products were being delivered or what mail</p> <p>19 was being sent out by a variety of contractors or</p> <p>20 subcontractors on-site.</p> |
| 38 | 105:20 - 106:22 | <p>105:20 Q. I want to talk next about Section C,</p> <p>21 Projected Staffing Requirements.</p> <p>22 A. All right.</p> <p>23 Q. Okay. The first thing I want to look</p> <p>106:01 at is there is a statement within this that the</p> <p>02 schedule and manpower is subject to change based</p> <p>03 on the business needs of HMMA. What do you</p> <p>04 understand that to mean?</p> <p>05 A. My understanding is that if the</p> <p>06 facility was operating in a different time,</p> <p>07 meaning producing vehicles or not producing</p> <p>08 vehicles, shut down for maintenance, et cetera,</p> <p>09 that's where it would change.</p> <p>10 Q. Okay. And do you agree that whoever</p> <p>11 was providing services under this contract, be it</p> |

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| | | <p>12 HEA or Dynamic, it was to provide protection --</p> <p>13 or to provide sufficient security personnel and</p> <p>14 supervision to ensure the protection of team</p> <p>15 members and the property at HMMA?</p> <p>16 A. Yeah, the contract stipulates that --</p> <p>17 I'm sorry, the security services they would</p> <p>18 provide for the plant site, yes.</p> <p>19 Q. And so the goal of the contract is to</p> <p>20 ensure the protection of team members and</p> <p>21 property at HMMA?</p> <p>22 A. Yes.</p> |
| 39 | 107:13 - 107:15 | <p>107:13 Q. There is a chart below Section C.</p> <p>14 Does this set the minimum coverage that HMMA is</p> <p>15 requiring the contractor to provide?</p> |
| 40 | 107:17 - 108:04 | <p>107:17 A. At the time of this document being</p> <p>18 prepared, I would say yes.</p> <p>19 Q. Did this coverage schedule that we</p> <p>20 see below -- and I'm calling it a coverage</p> <p>21 schedule, the chart. Does this minimum</p> <p>22 requirement for coverage, did it change by the</p> <p>23 end of July 2017?</p> <p>108:01 A. This coverage chart could change from</p> <p>02 week to week depending on the operational status</p> <p>03 of Hyundai Motor Manufacturing Alabama. As I</p> <p>04 said earlier, depending on shutdowns, et cetera.</p> |
| 41 | 112:22 - 113:05 | <p>112:22 Q. Would you agree the projected</p> <p>23 staffing requirements would have been created by</p> <p>113:01 HMMA?</p> <p>02 A. I can only say that they were</p> <p>03 probably determined in conjunction with the</p> <p>04 Hyundai Engineering team or Hyundai AMOCO at the</p> <p>05 time the scope of work was prepared.</p> |
| 42 | 116:22 - 117:01 | <p>116:22 Q. All right. If you can turn to the</p> <p>23 next page, which is Bates Number 31, and it's</p> <p>117:01 Summary of Services.</p> |
| 43 | 117:10 - 118:02 | <p>117:10 A. I'm looking at D, Summary of</p> <p>11 Services.</p> <p>12 Q. All right. Does this accurately</p> <p>13 reflect the services that are to be provided</p> <p>14 under this contract?</p> <p>15 A. It does appear to be an accurate</p> |

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| | | <p>16 representation of the services provided.</p> <p>17 Q. Under Section E where we see</p> <p>18 specifications, under 1E, we see that contractor</p> <p>19 shall provide daily, weekly, monthly reports to</p> <p>20 HMMA manager, safety, security, and medical.</p> <p>21 What are the contents of those reports to be?</p> <p>22 A. I am only aware of the content in a</p> <p>23 daily report, and that would be all. And that</p> <p>118:01 daily report just shows any activities that may</p> <p>02 have been performed by the security services.</p> |
| 44 | 118:22 - 119:13 | <p>118:22 Q. Who receives those reports?</p> <p>23 A. If I'm reading the contract, it would</p> <p>119:01 be the HMMA managers, safety, security, and</p> <p>02 medical.</p> <p>03 Q. Do you know if there are any</p> <p>04 references to Davita Key on any reports, be they</p> <p>05 daily, weekly, or monthly, that were sent to</p> <p>06 HMMA?</p> <p>07 A. I do not know.</p> <p>08 Q. Under Section 2 where we see minimum</p> <p>09 standards, and this is at the bottom of Page HMMA</p> <p>10 31, are these the minimum qualifications that we</p> <p>11 talked about before that HMMA has set for people</p> <p>12 to be placed to perform work pursuant to this</p> <p>13 contract?</p> |
| 45 | 119:17 - 119:19 | <p>119:17 A. It appears these are the minimum</p> <p>18 standards that were set forth between HMMA and</p> <p>19 Hyundai Engineering or Hyundai AMOCO.</p> |
| 46 | 127:17 - 128:02 | <p>127:17 Q. Does anything within this contract,</p> <p>18 Exhibit 2, require the contractor to provide</p> <p>19 training on federal anti-discrimination laws?</p> <p>20 A. I do not see any information --</p> <p>21 MR. MIDDLEBROOKS: Take your time and</p> <p>22 look at the whole contract.</p> <p>23 A. Yeah, I've looked through the whole</p> <p>128:01 thing. I'm not aware that there's anything</p> <p>02 specific to that.</p> |
| 47 | 128:05 - 128:17 | <p>128:05 Q. If you can turn to the next page,</p> <p>06 which is HMMA 34, I want to look at Section 6</p> <p>07 that talks about conduct.</p> <p>08 A. I see Section 6, Conduct.</p> <p>09 Q. When we look at that, under Section</p> |

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| | | <p>10 A, it says the contractor has to ensure that the</p> <p>11 security officers carry out their duties and</p> <p>12 comply with the contract, and then it gives some</p> <p>13 examples of things that would be noncompliant.</p> <p>14 And the first thing listed is unacceptable</p> <p>15 appearance. What is that?</p> <p>16 A. The appearance of the security</p> <p>17 officer's uniform.</p> |
| 48 | 130:23 - 132:21 | <p>130:23 Q. We're going to show you on the screen</p> <p>131:01 a document that's produced as HEA 205. And it's</p> <p>02 a picture of someone wearing a gray golf shirt</p> <p>03 with the name Elijah on it, and it's got a logo</p> <p>04 on it. Is this the golf shirt that is referred</p> <p>05 to in the uniform section?</p> <p>06 A. Yes, I would -- based on the five</p> <p>07 golf style shirts, that that looks like a golf</p> <p>08 style shirt, yes.</p> <p>09 Q. And there's a patch that under the</p> <p>10 section says has to be affixed on the shirt or</p> <p>11 whatever. What is the patch affixed on that</p> <p>12 shirt?</p> <p>13 A. The cloth patches may refer to the</p> <p>14 name of the subcontractor maybe.</p> <p>15 Q. Well, looking at the golf shirt that</p> <p>16 you said is representative of what is required</p> <p>17 under the contract, what does the patch on that</p> <p>18 say?</p> <p>19 A. On this photo, it says Hyundai</p> <p>20 Alabama on the -- let's see. Is that left-hand</p> <p>21 side? And then the name of the individual on the</p> <p>22 right-hand side.</p> <p>23 Q. And to what company does Hyundai</p> <p>132:01 Alabama refer?</p> <p>02 A. Probably not referring to any company</p> <p>03 at all. There's not a Hyundai Alabama company.</p> <p>04 Q. Why is that -- do you know why that</p> <p>05 then is the patch that's on the shirt?</p> <p>06 A. It specifies in Section 5, Uniforms,</p> <p>07 site manager, five golf shirts -- let's see.</p> <p>08 Contractor shall provide, in addition to uniforms</p> <p>09 described above, for the site manager, five golf</p> <p>10 shirts, with appropriate embroidered logo and</p> |

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| | | <p>11 name. So I'm seeing that as appropriate</p> <p>12 embroidered logo and name.</p> <p>13 So this would be for that specific</p> <p>14 role and for, I guess, representing the</p> <p>15 contractor, yeah.</p> <p>16 Q. Do you know what name was on the</p> <p>17 uniform provided to Ms. Key to wear?</p> <p>18 MR. MIDDLEBROOKS: Object to the</p> <p>19 form.</p> <p>20 A. I mean, Ms. Key? I don't know her,</p> <p>21 so I don't know -- what's her name?</p> |
| 49 | 139:08 - 139:15 | <p>139:08 Q. (BY MS. LEONARD:) What is the</p> <p>09 purpose of the Contractor Safety, Security, and</p> <p>10 Fire Protection Handbook?</p> <p>11 A. So, basically, I would say that it</p> <p>12 provides guidelines, procedures, protocols for</p> <p>13 everything, I'm assuming -- I don't want to use</p> <p>14 that word, for the safety, security, and fire</p> <p>15 protection.</p> |
| 50 | 140:04 - 140:07 | <p>140:04 Q. Okay. Is this handbook part of the</p> <p>05 contract?</p> <p>06 A. I'm not sure if it's defined as part</p> <p>07 of the contract.</p> |
| 51 | 141:15 - 141:23 | <p>141:15 Q. Okay. We see on Bates Number 43, it</p> <p>16 says emergency phone numbers, and it says to</p> <p>17 report any emergency, fire, medical, safety,</p> <p>18 security, environmental, call HMMMA Security, and</p> <p>19 then it lists a phone number.</p> <p>20 A. Yes, I see that.</p> <p>21 Q. Okay. Who pays for that phone</p> <p>22 number?</p> <p>23 A. Hyundai Motor Manufacturing Alabama.</p> |
| 52 | 144:01 - 144:04 | <p>144:01 I want to look at Plaintiff's Exhibit</p> <p>02 Number 3, which are Defendants' Responses to</p> <p>03 Plaintiff's Interrogatories.</p> <p>04 A. Okay.</p> |
| 53 | 144:16 - 145:08 | <p>144:16 Q. If you can turn to Page 3 of this</p> <p>17 document, in response to Interrogatory 1, you're</p> <p>18 identified as the person furnishing information</p> <p>19 to answer these interrogatories. Is that a true</p> <p>20 statement?</p> |

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| | | <p>21 A. That is a true statement.</p> <p>22 Q. If you can turn to Page 6, which is</p> <p>23 the verification of the interrogatory answers, is</p> <p>145:01 that your signature?</p> <p>02 A. That is my signature on Page 6.</p> <p>03 Q. And did you understand that when you</p> <p>04 were providing this information and signing these</p> <p>05 interrogatories, you were doing so on behalf of</p> <p>06 HMMA?</p> <p>07 A. Yes, I knew that I was providing this</p> <p>08 on behalf of HMMA.</p> |
| 54 | 154:04 - 154:12 | <p>154:04 Q. And who gets e-mail addresses that</p> <p>05 say -- that are whatever@HMMAUSA.com?</p> <p>06 A. Those approved for establishing</p> <p>07 e-mail by the department making the request. So</p> <p>08 I'm referring to a department at HMMA.</p> <p>09 Q. Okay. Does HMMA own the domain</p> <p>10 HMMAUSA.com?</p> <p>11 A. I suspect they do, because that's the</p> <p>12 way it's been since I got there.</p> |
| 55 | 155:12 - 156:17 | <p>155:12 Q. Where did Ms. Key perform work at</p> <p>13 HMMA?</p> <p>14 A. It is my understanding that she was</p> <p>15 mail -- what was the -- what do they call it,</p> <p>16 mail something in the contract, mailroom</p> <p>17 attendant.</p> <p>18 Q. I'm going to show you what's been</p> <p>19 marked as Plaintiff's Exhibit 4, which is Bates</p> <p>20 Number HMMA 77 that appears to be a diagram.</p> <p>21 (Whereupon, Plaintiff's Exhibit 4 was</p> <p>22 marked for identification and a copy of same is</p> <p>23 attached hereto.)</p> <p>156:01 A. Yes, I see the diagram in front of</p> <p>02 me. It looks like the first floor of the</p> <p>03 administration building, HMMA administration</p> <p>04 building.</p> <p>05 Q. Does Plaintiff's Exhibit 4 accurately</p> <p>06 represent the area or the building in which Ms.</p> <p>07 Key was assigned to work?</p> <p>08 A. If Ms. Key was assigned mailroom</p> <p>09 attendant, clerk, whatever the right term, then</p> <p>10 yes, that's where the individual would have</p> |

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| | | <p>11 worked is in that space on the west side of the</p> <p>12 building labeled Mailroom.</p> <p>13 Q. And what building is represented in</p> <p>14 Plaintiff's Exhibit 4?</p> <p>15 A. It is the Hyundai Motor Manufacturing</p> <p>16 Alabama administration building, what it's</p> <p>17 commonly referred to.</p> |
| 56 | 156:20 - 157:05 | <p>156:20 A. First floor, as I said earlier, yes,</p> <p>21 first floor.</p> <p>22 Q. Does HMMA agree that Plaintiff's</p> <p>23 Exhibit 4 is a true and accurate and authentic</p> <p>157:01 representation of the first floor of that</p> <p>02 building as it would have looked in 2017?</p> <p>03 A. That's what I was going to clarify,</p> <p>04 that at that moment in time, it does look to be</p> <p>05 accurate.</p> |
| 57 | 158:16 - 158:18 | <p>158:16 Q. (BY MS. LEONARD:) Okay. What other</p> <p>17 departments were housed in the administration</p> <p>18 building?</p> |
| 58 | 158:22 - 159:03 | <p>158:22 A. Oh, my goodness. Okay. So public</p> <p>23 relations and AutoEver, the IT service provider,</p> <p>159:01 general purchasing, parts development on the</p> <p>02 second floor. What I just described, both of</p> <p>03 those entities are on the second floor.</p> |
| 59 | 159:09 - 159:17 | <p>159:09 A. So anyway. So then the third floor</p> <p>10 is legal and compliance, finance, team relations,</p> <p>11 environment, health, and safety on the west side</p> <p>12 of the building on the third floor. And the east</p> <p>13 side of the building on the third floor is</p> <p>14 general affairs and human resources and the</p> <p>15 executive office.</p> <p>16 I think that's it, I hope. I think I</p> <p>17 got them all.</p> |
| 60 | 159:21 - 161:08 | <p>159:21 A. That's right. I sure did. On the</p> <p>22 second floor on the east side, quality, which is</p> <p>23 where the parts development and general</p> <p>160:01 purchasing, yep, that's right.</p> <p>02 Q. I've got some questions based on the</p> <p>03 way the diagram looks. If you look to where the</p> <p>04 mailroom is, to the left of the mailroom we see a</p> <p>05 long rectangle. Is that a loading dock?</p> |

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| | | <p>06 A. Oh, okay. So the two long rectangles</p> <p>07 at that -- well, no, we're not talking about the</p> <p>08 same thing. Tornado shelters are there outside</p> <p>09 of the building. Between the tornado shelters,</p> <p>10 yes, is a loading dock.</p> <p>11 Q. And that would be when mail is being</p> <p>12 brought in from whatever carrier, be it the</p> <p>13 postal service, UPS, DHL, whatever, they would</p> <p>14 bring it in there so it could be brought into the</p> <p>15 mailroom?</p> <p>16 A. Yes, if it's an item that can be</p> <p>17 unloaded at that location, yes.</p> <p>18 Q. What are the mailroom hours?</p> <p>19 A. General mailroom hours are 8:00 a.m.</p> <p>20 to 4:45 p.m.</p> <p>21 Q. Who set those hours?</p> <p>22 A. They are just consistent with the</p> <p>23 administration building's normal operating hours.</p> <p>161:01 Nobody really sets anything, just consistent with</p> <p>02 our regular operating hours in the administration</p> <p>03 building.</p> <p>04 Q. Do employees who work in the mailroom</p> <p>05 have to have a badge in order to get into the</p> <p>06 building or anything like that?</p> <p>07 A. They do have to have a badge to get</p> <p>08 into the building.</p> |
| 61 | 163:10 - 163:19 | <p>163:10 Q. For the period of July to August</p> <p>11 2017, what were the duties and responsibilities</p> <p>12 for the people assigned to work in the mailroom?</p> <p>13 A. Mailroom personally would go to the</p> <p>14 post office to either pick up or drop off mail.</p> <p>15 They're also responsible for delivering mail</p> <p>16 and/or packages site-wide if appropriate or other</p> <p>17 times call a department to let them know a</p> <p>18 package has arrived to have them come pick it up.</p> <p>19 That's a general idea what they do.</p> |
| 62 | 163:23 - 164:03 | <p>163:23 Q. Typically, how many people work in</p> <p>164:01 the mailroom, if you know?</p> <p>02 A. Based on the document we reviewed</p> <p>03 earlier, it looked like there was two.</p> |
| 63 | 164:20 - 168:05 | <p>164:20 Q. (BY MS. LEONARD:) All right. We are</p> <p>21 back from lunch, and I want us to look at</p> |

22 Plaintiff's Exhibit 5, which is Bates Numbers
23 HMMA 135 to 235.

165:01 (Whereupon, Plaintiff's Exhibit 5 was
02 marked for identification and a copy of same is
03 attached hereto.)

04 Q. And this is a document identified as
05 Contractor Safety, Security, and Fire Protection
06 Handbook.

07 A. Uh-huh (positive response). I have
08 it in my hand.

09 Q. All right. At the top of all of the
10 pages, we see there's a few bars, and it's got
11 the Hyundai or an H logo and the word Hyundai,
12 and then it says Contractor Handbook, and then
13 next to it HR-AL-EHS-SF-External, do you see
14 that?

15 A. Yes, I see that.

16 Q. What does this bar represent? Why is
17 it on this document?

18 A. This is what I would term as the
19 standard format for our documents related to the
20 business management system, so there's
21 consistency across all documents and the way that
22 they are presented in that system. That's the
23 best way I can put it, yeah.

166:01 Q. And when we see the H logo and then
02 the word Hyundai in the top right corner of that
03 box, what does that represent or who does that
04 identify?

05 A. It represents, in this case, Hyundai
06 Motor Manufacturing Alabama.

07 Q. Is that symbol, the H symbol, and the
08 word Hyundai used to refer to any other company
09 other than HMMA?

10 A. There are a number of Hyundai
11 companies that may use the Hyundai logo or name,
12 but it's not necessarily directly associated with
13 Hyundai Motor Manufacturing Alabama.

14 I hope I'm answering your question
15 right.

16 Q. Okay. Does HEA to your knowledge use
17 that H logo or that word "Hyundai" to identify
18 itself?

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| | | <p>19 A. I've not seen their logo, but Hyundai</p> <p>20 Engineering, that's kind of obvious, they use the</p> <p>21 word "Hyundai."</p> <p>22 Q. I guess where I'm going is: Like</p> <p>23 when we went to Ms. Key's deposition on Monday,</p> <p>167:01 we were in the security building on the Hyundai</p> <p>02 campus. And when you walk into that building --</p> <p>03 MR. MIDDLEBROOKS: Hyundai Motor</p> <p>04 Manufacturing Alabama campus.</p> <p>05 Q. Right. And when you walked into that</p> <p>06 building, there was the big blue wall that had</p> <p>07 the H that we see here and the word "Hyundai" on</p> <p>08 it, and that H and that word "Hyundai" was</p> <p>09 outside of the plant that you can see from I-65.</p> <p>10 Are you aware of anybody using that H</p> <p>11 and the word "Hyundai" to brand itself other than</p> <p>12 Hyundai Motor Manufacturing Alabama?</p> <p>13 A. So, again, there's a number of</p> <p>14 entities that use the word "Hyundai," like</p> <p>15 Hyundai Motor America.</p> <p>16 MR. MIDDLEBROOKS: She's talking</p> <p>17 about this brand.</p> <p>18 A. But this -- so the brand, the Hyundai</p> <p>19 logo, this is the corporate identity standard for</p> <p>20 Hyundai as an entity, and we're Hyundai Motor</p> <p>21 Manufacturing Alabama.</p> <p>22 Q. And when you say it's the corporate</p> <p>23 brand for Hyundai as an entity, what are you</p> <p>168:01 referring to when you say Hyundai as an entity?</p> <p>02 A. In our case, it's Hyundai Motor</p> <p>03 Manufacturing, LLC. If it's Hyundai Motor</p> <p>04 America, they're using it as the Hyundai org</p> <p>05 company or the overall group that says Hyundai.</p> |
| 64 | 171:09 - 172:10 | <p>171:09 Q. All right. What is the purpose of</p> <p>10 Plaintiff's Exhibit 5, the safety, security, and</p> <p>11 fire protection handbook?</p> <p>12 A. So in general terms, this document is</p> <p>13 provided to contractors so they understand the</p> <p>14 safety, security, and fire protection protocols</p> <p>15 and/or guidelines and standards that they need to</p> <p>16 follow or adhere to as a part of their activities</p> <p>17 on our site inside our gate line.</p> |

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| | | <p>18 Q. I want to go back before I forget to</p> <p>19 clarify. Orlando Harris is employed by HMMA,</p> <p>20 correct?</p> <p>21 A. That is correct.</p> <p>22 Q. So any revisions that were made to</p> <p>23 Plaintiff's Exhibit 5 were made exclusively by</p> <p>172:01 HMMA?</p> <p>02 A. In the -- if it was in the controlled</p> <p>03 document that we referred to, yeah, those changes</p> <p>04 would be made by our safety staff, because</p> <p>05 Orlando Harris is part of the safety department.</p> <p>06 Q. And the policies and procedures that</p> <p>07 we see contained in Exhibit 5 are set by HMMA's</p> <p>08 safety department?</p> <p>09 A. This document was -- is owned and</p> <p>10 created by the safety department, yes.</p> |
| 65 | 174:03 - 176:04 | <p>174:03 Q. At any given time, approximately how</p> <p>04 many contractors are performing work on HMMA's</p> <p>05 property?</p> <p>06 A. I have no clue how many at any one</p> <p>07 time.</p> <p>08 Q. There are approximately, what, three</p> <p>09 thousand employees at HMMA?</p> <p>10 A. There are approximately three</p> <p>11 thousand employees at HMMA, yes.</p> <p>12 Q. Is the number of contractors</p> <p>13 performing work at the HMMA property greater</p> <p>14 than, equal to, or less than the number of W-2</p> <p>15 employees working on the property?</p> <p>16 A. I don't want to -- I mean, it's like</p> <p>17 speculation to know how many contractors are</p> <p>18 on-site at any one time, because it will vary</p> <p>19 from day to day depending on what work is being</p> <p>20 performed and who is entered into some form of an</p> <p>21 agreement to have them come out and do work</p> <p>22 there. So it can change from day to day.</p> <p>23 So that's why it's hard to give you a</p> <p>175:01 hard and fast -- I understand what you just told</p> <p>02 me, higher or lower than, but there are -- I</p> <p>03 would feel comfortable, let's go there, saying</p> <p>04 hundreds.</p> <p>05 Q. Does Plaintiff's Exhibit 5 apply</p> |

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| | | <p>06 equally to all people working at HMMA through a</p> <p>07 contract regardless of what job they are doing?</p> <p>08 A. Yeah. The expectation is they follow</p> <p>09 the safety, security, and fire protection</p> <p>10 guidelines, et cetera, inside this handbook.</p> <p>11 Q. And do the policies and procedures in</p> <p>12 Exhibit 5 apply equally and in the same way to</p> <p>13 all people performing work pursuant to a contract</p> <p>14 at HMMA regardless of their work experience or</p> <p>15 disciplinary history?</p> <p>16 A. What's that last part?</p> <p>17 Q. Disciplinary history.</p> <p>18 A. I don't know if disciplinary history</p> <p>19 has any relevance, but the expectation is anyone</p> <p>20 performing any work as a contractor or otherwise</p> <p>21 on HMMA property follow these safety, security,</p> <p>22 and fire protection protocols for safety.</p> <p>23 Q. So regardless of their length of</p> <p>176:01 service, work history, job title, everybody who</p> <p>02 works at a contract -- works under a contract at</p> <p>03 HMMA is subject in the equal way to the contents</p> <p>04 of Exhibit 5?</p> |
| 66 | 176:07 - 176:10 | <p>176:07 A. I just think that the expectation is</p> <p>08 they understand the, I guess we'll say again,</p> <p>09 guidelines, rules, et cetera of this handbook as</p> <p>10 they perform any services on our site.</p> |
| 67 | 182:23 - 183:18 | <p>182:23 Q. May persons who are performing work</p> <p>183:01 on the HMMA campus through a contract engage in</p> <p>02 conduct which is expressly prohibited of HMMA</p> <p>03 employees?</p> <p>04 A. Say that one more time.</p> <p>05 Q. Sure. May contractors who are</p> <p>06 performing work at HMMA's property engage in</p> <p>07 conduct that would be prohibited by somebody</p> <p>08 employed directly by HMMA?</p> <p>09 A. No. A good example, and just because</p> <p>10 I'm reading right here on Page 9 of the document,</p> <p>11 workplace threats and violence would not be</p> <p>12 acceptable regardless if you're a team member or</p> <p>13 a contractor.</p> <p>14 Q. Is there any conduct which is</p> <p>15 prohibited for an HMMA employee that a contractor</p> |

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| | | <p>16 would be approved to engage in while performing</p> <p>17 work on HMMA's property?</p> <p>18 A. Not that I'm aware of.</p> |
| 68 | 190:19 - 191:17 | <p>190:19 Q. Who is responsible at HMMA for</p> <p>20 enforcing the equal employment opportunity policy</p> <p>21 we see in Exhibit 7 on HMMA 1?</p> <p>22 A. Oh, so, again, this is in the HMMA</p> <p>23 team member handbook, and so essentially the</p> <p>191:01 entire company is basically responsible for</p> <p>02 enforcing or making sure that we provide work</p> <p>03 places that prohibits discrimination, harassment,</p> <p>04 retaliation against team members, et cetera.</p> <p>05 Q. What actions were taken in 2017 to</p> <p>06 enforce the EEO policy by HMMA?</p> <p>07 A. Well, I wouldn't go -- enforce is one</p> <p>08 word that maybe doesn't apply in the sense that</p> <p>09 we -- every day we are trying to make sure we</p> <p>10 have a workplace that prohibits discrimination,</p> <p>11 harassment, retaliation, et cetera for our team</p> <p>12 members, et cetera.</p> <p>13 Q. Are there any things specifically</p> <p>14 that you're aware that HMMA did in 2017 or in the</p> <p>15 years leading up to it to ensure that everyone</p> <p>16 working at the company adhered to and followed</p> <p>17 the EEO policy?</p> |
| 69 | 191:20 - 193:19 | <p>191:20 Q. I want a clear answer, because I</p> <p>21 don't want to have to go back and refer. So what</p> <p>22 are you aware leading up to 2017 and in 2017 that</p> <p>23 was done at HMMA to enforce or make sure people</p> <p>192:01 are following the EEO policy?</p> <p>02 A. So in 2017, the -- consistently</p> <p>03 throughout the time of HMMA, to my knowledge, is</p> <p>04 upon hiring, when they go through orientation,</p> <p>05 they're explained about the EEO policy with HMMA.</p> <p>06 And then depending on the timing, whether the</p> <p>07 individual joined at whatever point in time,</p> <p>08 every two years, regardless, every two years</p> <p>09 there's an EEO training or refresher training</p> <p>10 that goes on for all team members.</p> <p>11 And that's managed by the legal</p> <p>12 department with assistance from team relations.</p> <p>13 Q. Anything else?</p> |

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| | | <p>14 A. Not that I'm aware of.</p> <p>15 Q. When you say that in orientation the</p> <p>16 policy is explained, how much time is spent</p> <p>17 explaining the EEO policy in orientation?</p> <p>18 A. I don't know the exact timeframe, but</p> <p>19 it is definitely covered.</p> <p>20 Q. What is done to cover it?</p> <p>21 A. Review the policy as a whole.</p> <p>22 Q. What does that mean?</p> <p>23 A. The same thing that's in the</p> <p>193:01 handbook.</p> <p>02 Q. Is it just read to individuals? Is</p> <p>03 the policy read out loud? Is the policy</p> <p>04 explained? Or people just said, Hey, there's an</p> <p>05 EEO policy, look at it?</p> <p>06 A. It's reviewed.</p> <p>07 Q. That's what I'm saying. What does it</p> <p>08 mean to say it's reviewed?</p> <p>09 A. In the context of the handbook.</p> <p>10 Q. I don't think we're communicating.</p> <p>11 I'm not following what you're saying.</p> <p>12 A. So an individual sits through</p> <p>13 orientation, and they are given -- they're</p> <p>14 reviewed -- at the time of this, maybe it was</p> <p>15 literally a hard copy handbook, but now it's in</p> <p>16 the form of a presentation.</p> <p>17 But at this time, it was literally a</p> <p>18 handbook provided to the individual which reviews</p> <p>19 that policy.</p> |
| 70 | 194:11 - 194:23 | <p>194:11 Q. (BY MS. LEONARD:) When you look at</p> <p>12 the last paragraph on the EEO policy where it</p> <p>13 says the head of HMMA human resources department</p> <p>14 monitors HMMA's equal employment opportunity</p> <p>15 efforts and reports regularly to HMMA's executive</p> <p>16 management, who is the head of HMMA's human</p> <p>17 resources department?</p> <p>18 A. Something I mentioned earlier, the</p> <p>19 senior manager of human resources.</p> <p>20 Q. And so that would be -- in 2017, who</p> <p>21 would that have been?</p> <p>22 A. At that time, it would have been</p> <p>23 Scott Gordy.</p> |

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| 71 | 196:07 - 199:13 | <p>196:07 Q. In Exhibit 7 under the EEO policy</p> <p>08 that provides that the head of HR is going to</p> <p>09 monitor the EEO efforts and report regularly to</p> <p>10 HMMA's executive management, who constitutes</p> <p>11 executive management? Who receives that report?</p> <p>12 A. Anyone above the senior manager level</p> <p>13 in the organization.</p> <p>14 Q. Do you receive that report?</p> <p>15 A. I would receive a report, yes.</p> <p>16 Q. Okay. Are the reports made pursuant</p> <p>17 to this policy of the monitoring of the EEO</p> <p>18 efforts, are those reports made orally or in</p> <p>19 writing?</p> <p>20 A. When they're made, they are in a</p> <p>21 written form sometimes, yeah.</p> <p>22 Q. When was the last time a report of</p> <p>23 that nature was made?</p> <p>197:01 A. Well, we've been without a head of HR</p> <p>02 for a little bit, but the fact is that those</p> <p>03 reports can be generated upon request.</p> <p>04 Q. What are the contents of the report?</p> <p>05 What's contained in them?</p> <p>06 A. It would look at the team member</p> <p>07 population in the sense of diversity of the</p> <p>08 population more than anything else.</p> <p>09 Q. Other than reporting the demographics</p> <p>10 of the workforce, is there anything else that is</p> <p>11 contained in the report on the monitoring of the</p> <p>12 EEO efforts?</p> <p>13 A. No. It just usually shows what our</p> <p>14 team member population makeup looks like.</p> <p>15 Q. In reporting on the equal employment</p> <p>16 opportunity efforts, does the head of human</p> <p>17 resources report about the number of complaints</p> <p>18 internally received about discrimination or</p> <p>19 harassment or conduct that would be contrary to</p> <p>20 the EEO policy?</p> <p>21 A. No. We don't report that.</p> <p>22 Q. Do you know why that is not reported?</p> <p>23 A. Because those complaints actually, I</p> <p>198:01 guess we'll say, are monitored, collected by the</p> <p>02 team relations department in conjunction with the</p> <p>03 legal and compliance department.</p> |
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| | | <p>04 Q. Do those complaints not reflect on</p> <p>05 the EEO efforts of HMMA?</p> <p>06 A. They may reflect on our efforts, but</p> <p>07 it's not -- that particular part of it is not</p> <p>08 collected by the human resources department.</p> <p>09 Q. What, if anything, does reporting the</p> <p>10 demographics of the workforce reflect in terms of</p> <p>11 the EEO efforts of HMMA?</p> <p>12 A. It shows that we try to hire and</p> <p>13 based -- not based on race, color, religion, sex,</p> <p>14 et cetera.</p> <p>15 Q. What does reporting the demographics</p> <p>16 reflect in terms of how employees are treated</p> <p>17 once they've been hired in terms of equal</p> <p>18 employment opportunity?</p> <p>19 A. Again, our team relations and the</p> <p>20 legal department tracks any complaints that may</p> <p>21 have been logged by individuals for -- related to</p> <p>22 EEO.</p> <p>23 Q. What does team relations and legal do</p> <p>199:01 to track those complaints?</p> <p>02 A. If a team member raises a concern,</p> <p>03 they will bring that to their team relations</p> <p>04 representative or assistant manager or manager,</p> <p>05 and then it would be investigated by a team</p> <p>06 relations representative, depending on the</p> <p>07 position of the individual making the complaint.</p> <p>08 Q. Does team relations and legal track</p> <p>09 the number of complaints that are filed in a</p> <p>10 given period of time?</p> <p>11 A. Yes, they do.</p> <p>12 Q. And how do they document that? Is</p> <p>13 that in some type of document?</p> |
| 72 | 199:18 - 199:20 | <p>199:18 A. There is a, I guess we'll say,</p> <p>19 spreadsheet or other document that tracks any of</p> <p>20 those complaints that may be logged.</p> |
| 73 | 201:18 - 202:06 | <p>201:18 Q. And is that a matter of practice and</p> <p>19 policy for every internal complaint?</p> <p>20 A. That is correct.</p> <p>21 Q. And that's a matter of practice and</p> <p>22 policy for every complaint that is made pursuant</p> <p>23 to the EEO and anti-harassment policies we see in</p> |

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| | | <p>202:01 Exhibit 7, correct?</p> <p>02 A. For team members.</p> <p>03 Q. So that's part of the normal business</p> <p>04 operations of how the EEO and anti-harassment</p> <p>05 policy is implemented and followed at HMMA,</p> <p>06 correct?</p> |
| 74 | 202:09 - 202:20 | <p>202:09 A. For team members.</p> <p>10 Q. And so if I were to ask HMMA to</p> <p>11 identify the internal complaints it's received of</p> <p>12 race discrimination, pregnancy discrimination,</p> <p>13 gender discrimination, or retaliation in a given</p> <p>14 period of time, it has a document that provides</p> <p>15 it with the information identifying those</p> <p>16 internal complaints?</p> <p>17 A. The legal department controls the</p> <p>18 document that dictates what investigations have</p> <p>19 been directed by them to be investigated by our</p> <p>20 team relations department.</p> |
| 75 | 205:12 - 208:09 | <p>205:12 Q. (BY MS. LEONARD:) Have you received</p> <p>13 training or direction on the EEOC policy and the</p> <p>14 anti-harassment policy?</p> <p>15 A. Yes, I have. That's every -- well,</p> <p>16 when I joined the company and then every two</p> <p>17 years as part of the refresher training.</p> <p>18 Q. Based on the training that you've</p> <p>19 received and your understanding of the EEO and</p> <p>20 anti-harassment policy, do you think you could</p> <p>21 identify conduct that violates the policy?</p> <p>22 A. I mean, any harassment, sexual</p> <p>23 harassment, to be more specific. Certainly, any</p> <p>206:01 form of retaliation would fall in that category,</p> <p>02 and then any form of discrimination.</p> <p>03 Q. What is discrimination as you</p> <p>04 understand it from your training and your</p> <p>05 understanding of this policy and your obligation</p> <p>06 to comply with the policy?</p> <p>07 A. Discriminating an individual may be</p> <p>08 because of a disability. That would be</p> <p>09 discriminating, because they -- maybe they had</p> <p>10 just some form of disability. That's the best</p> <p>11 way I can put it. And anything related to their</p> <p>12 race or their creed, ethnicity.</p> |

13 Q. What does it mean when you say
 14 discriminating would be anything relating to
 15 their race, their creed, or their ethnicity?
 16 What -- based on your training, your
 17 understanding of this policy, and your obligation
 18 to follow it, what does it mean if some -- what
 19 is discrimination based on creed, disability,
 20 ethnicity?

21 A. So for race, if I treated an
 22 individual in a disparate way versus an
 23 individual of another race, an individual who
 207:01 maybe, let's say, they may have -- again, just
 02 some form of disability, not being specific, and
 03 I treated them differently from someone who
 04 didn't have that disability, so --

05 Q. In 2017, who was responsible for
 06 determining when conduct might be discriminatory
 07 or the type of conduct that violates the EEO or
 08 anti-harassment policy?

09 A. Going back to what I've already said,
 10 if a complaint was raised by a team member to a
 11 team relations rep or someone else, then the
 12 legal department, based on the initial complaint
 13 details, would ask team relations or another
 14 party, depending on the level of the individual
 15 making the complaint, to direct an investigation.

16 Q. My question is a little different,
 17 though. Who ultimately calls balls and strikes
 18 and says, yes, this violates our EEO policy, or
 19 yes, this violates our anti-harassment policy, or
 20 no, it doesn't?

21 A. Okay. So let's say that the
 22 complaint directed by the legal department is
 23 completed by the team relations department or
 208:01 other party, depending on the level of the
 02 individual. Then that doc -- the investigation
 03 itself would come before the EEO committee,
 04 policy committee to review, which includes a
 05 representative from the legal department, and
 06 they would review all the facts as presented.
 07 And then after the facts have been reviewed, then
 08 a decision would be made whether or not it

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| | | 09 actually violated our policy. |
| 76 | 212:17 - 212:23 | <p>212:17 Q. But with respect to every time</p> <p>18 there's been an investigation where HMMA's EEO</p> <p>19 policy committee has been asked to make a</p> <p>20 determination as to whether conduct violated its</p> <p>21 EEO or anti-harassment policy, there would be a</p> <p>22 document reflecting the final decision?</p> <p>23 A. Yes, there would.</p> |
| 77 | 215:04 - 216:04 | <p>215:04 Q. What has HMMA done to evaluate the</p> <p>05 effectiveness of its policies prohibiting</p> <p>06 discrimination and retaliation?</p> <p>07 A. I'm not sure -- evaluating? What do</p> <p>08 you mean by evaluating?</p> <p>09 Q. Figure out if their policies are</p> <p>10 working.</p> <p>11 A. Well, we discuss, you know, whether</p> <p>12 or not investigations or complaints come forward,</p> <p>13 so that would be a benchmark for showing how well</p> <p>14 we communicate with our team members about the</p> <p>15 importance of the EEO policy and following it.</p> <p>16 Q. So the complaints received would be a</p> <p>17 benchmark as to whether or not the policy is</p> <p>18 working?</p> <p>19 A. I believe that would be a way of</p> <p>20 determining how well we are performing as an</p> <p>21 organization.</p> <p>22 Q. Okay. Anything else?</p> <p>23 A. Nope.</p> <p>216:01 Q. Has HMMA made a determination as to</p> <p>02 whether its policies prohibiting discrimination</p> <p>03 and retaliation are effective?</p> <p>04 A. No.</p> |
| 78 | 216:17 - 216:20 | <p>216:17 Q. Okay. Who at HMMA would be made</p> <p>18 aware when an EEOC charge is received like the</p> <p>19 EEOC charges we see contained in Exhibit 6?</p> <p>20 A. Legal and compliance department.</p> |
| 79 | 220:01 - 221:01 | <p>220:01 Q. (BY MS. LEONARD:) From 2017 to the</p> <p>02 present, what internal complaints of race</p> <p>03 discrimination or retaliation or gender</p> <p>04 discrimination were made that were not elevated</p> <p>05 to the EEOC or lawsuit level?</p> <p>06 A. Say that again.</p> |

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| | | <p>07 Q. Sure. One of the topic areas</p> <p>08 identified in 13C was for you to be able to</p> <p>09 testify to the internal complaints made from 2017</p> <p>10 to the present of race discrimination, gender</p> <p>11 discrimination, those things that were not</p> <p>12 elevated to the EEOC or lawsuit level.</p> <p>13 A. So that goes back to where we were</p> <p>14 discussing earlier if a complaint was brought</p> <p>15 forth by a team member and then directed to be</p> <p>16 investigated by legal and compliance, right?</p> <p>17 That's what we're talking about.</p> <p>18 Q. Exactly. So what are those</p> <p>19 complaints?</p> <p>20 A. Are you expecting me to give you a</p> <p>21 number?</p> <p>22 Q. Yeah. I would like to know how many</p> <p>23 there are.</p> <p>221:01 A. No.</p> |
| 80 | 221:14 - 225:10 | <p>221:14 Q. (BY MS. LEONARD:) Are you aware of</p> <p>15 any complaints of race discrimination, gender</p> <p>16 discrimination, or retaliation from 2017 to the</p> <p>17 present internally?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. How many?</p> <p>20 A. Again, that's -- I don't have any</p> <p>21 idea how many at all.</p> <p>22 Q. Are you aware of the names of any of</p> <p>23 the people who would have brought those</p> <p>222:01 complaints?</p> <p>02 A. No.</p> <p>03 Q. Are you aware if HMMA found in</p> <p>04 response to any of those complaints that its EEO</p> <p>05 policy or anti-harassment policy was violated?</p> <p>06 A. I'm going to have you repeat that</p> <p>07 again.</p> <p>08 Q. Sure. Did HMMA make a determination</p> <p>09 in evaluating those complaints that its EEO or</p> <p>10 anti-harassment policy had been violated?</p> <p>11 A. I'm confused about what you're asking</p> <p>12 me, because we already said that if it did not</p> <p>13 elevate -- you first asked me did it elevate to</p> <p>14 the level of an actual charge versus a complaint</p> |

15 that was investigated.

16 Q. Right.

17 A. So yes, an investigation took place,
18 determined not to be a violation of HMMA's EEO
19 policy, and that's it. I'm confused.

20 Q. This is my point: Somebody could
21 complain internally. HMMA could say, oh, yeah,
22 what they're complaining about is right, somebody
23 did discriminate against them, but that employee
223:01 may not file an EEOC charge. They may decide not
02 to pursue anything.

03 And that's ultimately what I'm asking
04 is: When HMMA got these internal complaints, did
05 they determine, in any of those circumstances,
06 the complaints we're talking about from 2017 to
07 the present, did they determine that there had
08 been discrimination or harassment or retaliation?

09 A. So if an individual upon
10 investigation determined that someone violated
11 HMMA's EEO policy and that committee that I don't
12 sit on makes that determination, then they will
13 address the situation with the individuals
14 involved.

15 Q. And that's ultimately my question,
16 is: Speaking on behalf of HMMA, are you able to
17 tell me whether from 2017 to the present when
18 HMMA has received an internal complaint of
19 discrimination or retaliation, has it determined
20 that there was discrimination or retaliation?

21 A. If during the investigation they
22 determined that it violated HMMA's EEO policy,
23 which includes discrimination, race, et cetera,
224:01 then they would -- if it has been determined,
02 then they would address that with the individuals
03 involved in the investigation.

04 Q. And I get that's what they would do
05 if that happened. My question is: Has there
06 been a determination that there was
07 discrimination or retaliation through the
08 investigation of any of those complaints?

09 A. I already answered that question
10 three times.

11 Q. Is it yes or no?

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| | | <p>12 A. It is -- I just said if they</p> <p>13 determined there was some violation of the EEO</p> <p>14 policy, then that would be addressed with the</p> <p>15 individual that violated the policy. I just</p> <p>16 answered that three times.</p> <p>17 Q. I'm still not clear. So is that yes,</p> <p>18 there has been a finding there was discrimination</p> <p>19 in response to one or more complaints?</p> <p>20 A. I just answered that four times now.</p> <p>21 The answer is if it's determined that there's a</p> <p>22 violation --</p> <p>23 MR. MIDDLEBROOKS: Do you know if</p> <p>225:01 they ever put down that, yes, there was a</p> <p>02 violation?</p> <p>03 A. Again, if there was one, then it was</p> <p>04 addressed.</p> <p>05 Q. And I understand that, but my</p> <p>06 question is trying to figure out if there was</p> <p>07 one. Has there been a time --</p> <p>08 A. Well, I wouldn't be telling you that</p> <p>09 there wasn't one if I didn't say if there was</p> <p>10 one, because I would say there never was one.</p> |
| 81 | 227:10 - 227:14 | <p>227:10 Q. (BY MS. LEONARD:) Are you -- has</p> <p>11 HMMA received any complaints that its policies</p> <p>12 relating to grooming or dress code are</p> <p>13 discriminatory?</p> <p>14 A. Not that I'm aware of.</p> |
| 82 | 228:06 - 228:11 | <p>228:06 Q. Has anyone acting on behalf of HMMA</p> <p>07 evaluated or determined whether the way Davita</p> <p>08 Key was treated when she performed work at HMMA</p> <p>09 was consistent with HMMA's EEO policy and/or</p> <p>10 federal laws?</p> <p>11 A. No.</p> |
| 83 | 235:21 - 236:17 | <p>235:21 Q. (BY MS. LEONARD:) On the first page</p> <p>22 of Exhibit 11, which is Bates Number HEA 53, in</p> <p>23 the second to the last paragraph, right above</p> <p>236:01 where we see some italicized words --</p> <p>02 A. I see that.</p> <p>03 Q. -- it says: The client's grooming</p> <p>04 policy is posted in the security officer roll</p> <p>05 call room. Is there a security officer roll call</p> <p>06 room on the HMMA property?</p> |

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| | | <p>07 A. There is a security officer roll call</p> <p>08 room.</p> <p>09 Q. Is there a grooming policy posted in</p> <p>10 the security officer roll call room?</p> <p>11 A. I do not know. I've not been in that</p> <p>12 room to be able to see that document or how it</p> <p>13 was posted. I've never seen it.</p> <p>14 Q. Do you know if in 2017 there was a</p> <p>15 grooming policy posted in a security officer roll</p> <p>16 call room?</p> <p>17 A. I do not know.</p> |
| 84 | 236:22 - 237:03 | <p>236:22 Q. Where is the security officer roll</p> <p>23 call room located?</p> <p>237:01 A. Inside the security building at</p> <p>02 Entrance 3 at HMMA. That's adjacent to Entrance</p> <p>03 3 at HMMA.</p> |
| 85 | 239:21 - 240:02 | <p>239:21 Q. Do you have any knowledge as to</p> <p>22 whether or not HMMA may have communicated a</p> <p>23 grooming policy to Dynamic as to what it expected</p> <p>240:01 for people in Ms. Key's role?</p> <p>02 A. No.</p> |
| 86 | 240:23 - 241:17 | <p>240:23 Q. Did Dynamic make an untrue statement</p> <p>241:01 to the EEOC when it said HMMA's grooming</p> <p>02 policy -- or HMMA had a grooming policy that</p> <p>03 would have applied to Ms. Key's dreadlocks?</p> <p>04 A. I understand what it says in the</p> <p>05 document here, but I believe there's a</p> <p>06 misinterpretation of HMMA policy, because, again,</p> <p>07 the only policy that refers to length of hair is</p> <p>08 our safety protocols.</p> <p>09 Q. So you would say Dynamic's</p> <p>10 representation to the EEOC that HMMA had a</p> <p>11 grooming policy relating to Ms. Key's hairstyle</p> <p>12 is untrue?</p> <p>13 A. I would have to say, because we don't</p> <p>14 have one that applies to the mail clerks.</p> <p>15 Q. So it would be HMMA's position then</p> <p>16 that Dynamic provided untrue information to the</p> <p>17 EEOC?</p> |
| 87 | 242:02 - 242:03 | <p>242:02 A. Yes, I believe that is an untrue</p> <p>03 representation.</p> |

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| 88 | 245:12 - 245:17 | <p>245:12 Q. So would it be fair to say HMMA's</p> <p>13 position is it does not know who made the</p> <p>14 decision for Ms. Key to stop performing work on</p> <p>15 HMMA's property?</p> <p>16 A. HMMA did not know who made the</p> <p>17 decision to --</p> |
| 89 | 246:07 - 246:18 | <p>246:07 Q. Is there any reason that Ms. Key</p> <p>08 would be disqualified from working at HMMA? Now,</p> <p>09 I understand jobs may not be available or she may</p> <p>10 not be qualified for a job, but other than</p> <p>11 reasons of qualification or not having a job</p> <p>12 available, is there any reason she would not be</p> <p>13 eligible to work at HMMA?</p> <p>14 A. Not that I'm aware of.</p> <p>15 Q. Is she eligible to seek employment at</p> <p>16 HMMA?</p> <p>17 A. She's -- I don't know why she would</p> <p>18 not be eligible.</p> |
| 90 | 247:01 - 247:06 | <p>247:01 Q. Did anyone at HMMA object to Ms.</p> <p>02 Key's appearance?</p> <p>03 A. No.</p> <p>04 Q. Did anyone at HMMA object to Ms.</p> <p>05 Key's hairstyle?</p> <p>06 A. No.</p> |
| 91 | 248:01 - 248:10 | <p>248:01 Q. (BY MS. LEONARD:) Has HMMA learned</p> <p>02 anything through this lawsuit about Ms. Key that</p> <p>03 if she were to seek employment with the company</p> <p>04 would disqualify her from being employed?</p> <p>05 A. No.</p> <p>06 Q. Is HMMA aware of any job</p> <p>07 opportunities that Ms. Key has failed to</p> <p>08 reasonably take advantage of since August 1st of</p> <p>09 2017?</p> <p>10 A. I have no knowledge.</p> |
| 92 | 248:14 - 249:07 | <p>248:14 (Whereupon, Plaintiff's Exhibit 12</p> <p>15 was marked for identification and a copy of same</p> <p>16 is attached hereto.)</p> <p>17 Q. Have you seen these documents before?</p> <p>18 A. Yes, I did review this document</p> <p>19 yesterday.</p> <p>20 Q. Okay. Prior to HMMA receiving</p> <p>21 Exhibit 12, which begins with a letter dated</p> |

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| | | <p>22 October 24th, 2018 from the EEOC to Chris Smith,</p> <p>23 prior to that point in time, had HMMA heard from</p> <p>249:01 any source that Davita Key had complained about</p> <p>02 discrimination or retaliation?</p> <p>03 A. No. We had not heard about this case</p> <p>04 prior to this notice.</p> <p>05 Q. Had HEA or Dynamic informed HMMA that</p> <p>06 Ms. Key had made either a complaint to Dynamic or</p> <p>07 that Ms. Key had filed an EEOC charge?</p> |
| 93 | 249:11 - 249:11 | 249:11 A. No. |
| 94 | 250:04 - 250:17 | <p>250:04 Q. Okay. Considering that general</p> <p>05 affairs would be the point of contact for the</p> <p>06 security services contract, in preparing for your</p> <p>07 deposition, did you make any effort to obtain</p> <p>08 information from general affairs as to whether</p> <p>09 they had received notice from HEA, Dynamic, or</p> <p>10 any other source about Ms. Key's complaints?</p> <p>11 A. No.</p> <p>12 Q. Do you know what efforts, if any,</p> <p>13 legal and compliance made to determine if any</p> <p>14 other points of contact at HMMA other than Mr.</p> <p>15 Whitehead had knowledge of Ms. Key's complaints</p> <p>16 prior to October 24th?</p> <p>17 A. No.</p> |
| 95 | 250:23 - 253:07 | <p>250:23 Q. If you turn to the second page of</p> <p>251:01 Exhibit 12, which is Bates Number Key 58, it</p> <p>02 appears to be a notice of charge of</p> <p>03 discrimination, which is referenced as an</p> <p>04 attachment to the first page, and that appears to</p> <p>05 bear an e-mail address. And that's why I was</p> <p>06 asking is, looking at these, I couldn't tell if</p> <p>07 this was sent via mail or e-mail. Does HMMA not</p> <p>08 have any recollection which way it came through?</p> <p>09 A. I don't have specific knowledge how</p> <p>10 it was delivered, no.</p> <p>11 Q. Okay. On Page 59 of Exhibit 12 at</p> <p>12 the top of the page is a preservation of records</p> <p>13 requirement. When did HMMA first take steps to</p> <p>14 preserve information or documents that would</p> <p>15 relate to Ms. Key's allegation that she</p> <p>16 experienced discrimination when she was removed</p> <p>17 from doing work on HMMA's property?</p> |

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| | | <p>18 A. Normal practice, once a charge is</p> <p>19 presented to HMMA, is to require anyone that may</p> <p>20 have connection with the case to do just what you</p> <p>21 said, preserve records.</p> <p>22 Q. Was any type of litigation hold</p> <p>23 letter sent out to anyone at HMMA relating to Ms.</p> <p>252:01 Key's claims?</p> <p>02 A. That, I wouldn't know. I would defer</p> <p>03 to legal and compliance.</p> <p>04 Q. Did HMMA receive any type of</p> <p>05 litigation hold from Dynamic or from HEA?</p> <p>06 A. I would have to defer to legal and</p> <p>07 compliance.</p> <p>08 Q. On the next page, which is Key 60, it</p> <p>09 gives direction on a position statement, and it</p> <p>10 indicates that a position statement should be</p> <p>11 signed by an officer, agent, or representative of</p> <p>12 the respondent.</p> <p>13 Did HMMA understand that that would</p> <p>14 be what was required when it was responding to</p> <p>15 the EEOC?</p> <p>16 A. I believe our legal and compliance</p> <p>17 department would follow the directive of the</p> <p>18 EEOC.</p> <p>19 Q. All right. I want to look next at</p> <p>20 Exhibit 13, which is Ms. Key's EEOC charge.</p> <p>21 (Whereupon, Plaintiff's Exhibit 13</p> <p>22 was marked for identification and a copy of same</p> <p>23 is attached hereto.)</p> <p>253:01 Q. Who did HMMA notify that it had</p> <p>02 received Ms. Key's EEOC charge, which is Exhibit</p> <p>03 13 or Bates Number Key 47?</p> <p>04 A. One more time. Say that one more</p> <p>05 time.</p> <p>06 Q. Sure. Who did HMMA notify that it</p> <p>07 had received this charge of discrimination?</p> |
| 96 | 253:13 - 253:21 | <p>253:13 A. I'm a little bit confused about who</p> <p>14 notified who. I mean, EEO notified HMMA.</p> <p>15 Q. No, no. When HMMA got this document,</p> <p>16 who did they tell, Hey, Davita Key has filed an</p> <p>17 EEOC charge?</p> <p>18 A. Oh, okay. So as I said earlier, once</p> |

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| | | <p>19 we received the notification, legal and</p> <p>20 compliance contacted Hyundai Engineering to learn</p> <p>21 more information about the charge.</p> |
| 97 | 260:04 - 260:17 | <p>260:04 Q. (BY MS. LEONARD:) Exhibit 14 is</p> <p>05 HMMA's submission to the EEOC in response to Ms.</p> <p>06 Key's EEOC charge, and it's Bates Numbers Key 67</p> <p>07 through 72.</p> <p>08 (Whereupon, Plaintiff's Exhibit 14</p> <p>09 was marked for identification and a copy of same</p> <p>10 is attached hereto.)</p> <p>11 Q. Was Mr. Middlebrooks somebody who was</p> <p>12 authorized to draft and sign this document on</p> <p>13 behalf of HMMA?</p> <p>14 A. Yes.</p> <p>15 Q. And HMMA authorized him to speak to</p> <p>16 the matters raised in Ms. Key's EEOC charge?</p> <p>17 A. Yes.</p> |
| 98 | 261:11 - 262:05 | <p>261:11 Q. Exhibit 15 is Bates Number Key 62,</p> <p>12 and it's a letter from EEOC to counsel for HMMA.</p> <p>13 (Whereupon, Plaintiff's Exhibit 15</p> <p>14 was marked for identification and a copy of same</p> <p>15 is attached hereto.)</p> <p>16 Q. Have you seen this document before?</p> <p>17 A. I have seen this document.</p> <p>18 Q. When did you first see this document?</p> <p>19 A. I saw this document yesterday.</p> <p>20 Q. On May 2nd, 2019, the EEOC wrote</p> <p>21 HMMA's representative that the evidence indicates</p> <p>22 that charging party was discharged in retaliation</p> <p>23 for engaging in a protected activity.</p> <p>262:01 Who outside of HMMA, if anyone, did</p> <p>02 HMMA notify that the EEOC had made this</p> <p>03 conclusion?</p> <p>04 A. To my knowledge, no one else except</p> <p>05 counsel.</p> |
| 99 | 262:11 - 264:11 | <p>262:11 Q. Sure. After HMMA got Exhibit 15, did</p> <p>12 it do anything in terms of how it followed its</p> <p>13 policies? Did it change anything?</p> <p>14 A. No.</p> <p>15 Q. After getting Exhibit 15, did it</p> <p>16 change anything about with whom it did business?</p> <p>17 A. No.</p> |

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| | | <p>18 Q. Did the information from the EEOC</p> <p>19 that it was -- or that the investigator was going</p> <p>20 to recommend that a reasonable cause be issued,</p> <p>21 that Ms. Key had been discharged in retaliation</p> <p>22 for engaging in protected activity, did HMMA</p> <p>23 change anything about how it operated or did</p> <p>263:01 business in response to this letter?</p> <p>02 A. No.</p> <p>03 Q. I want to look next to Exhibit 16,</p> <p>04 which is Bates Numbers Key 64 to 66, which is a</p> <p>05 letter dated May 9th, 2019 from counsel for HMMA</p> <p>06 to the EEOC.</p> <p>07 (Whereupon, Plaintiff's Exhibit 16</p> <p>08 was marked for identification and a copy of same</p> <p>09 is attached hereto.)</p> <p>10 Q. Have you seen this document before?</p> <p>11 A. Yes, I quickly glanced at it</p> <p>12 yesterday.</p> <p>13 Q. Okay. And was Mr. Middlebrooks</p> <p>14 authorized by HMMA to speak on its behalf about</p> <p>15 this matter?</p> <p>16 A. Yes, he was.</p> <p>17 Q. And when this letter was submitted to</p> <p>18 the EEOC, was it done so by HMMA's agent?</p> <p>19 A. When you say agent --</p> <p>20 Q. Yeah, was he somebody that -- was Mr.</p> <p>21 Middlebrooks somebody that HMMA had retained to</p> <p>22 speak on its behalf about Ms. Key's claims?</p> <p>23 A. He's -- yeah, he's representing HMMA</p> <p>264:01 on behalf of this claim, Mr. Middlebrooks is.</p> <p>02 Q. And does Exhibit 16 contain the</p> <p>03 reasons that HMMA was asking the EEOC to</p> <p>04 reconsider its decision?</p> <p>05 A. It does outline several reasons. I</p> <p>06 see here the errors, and there are a total of</p> <p>07 seven bullets or seven different items outlined</p> <p>08 in this letter, yes.</p> <p>09 Q. And HMMA would have provided the EEOC</p> <p>10 with all of its reasons that it needed to</p> <p>11 reconsider its decision in this letter?</p> |
| 100 | 264:14 - 264:20 | <p>264:14 A. It looks like Mr. Middlebrooks</p> <p>15 provided seven reasons for this -- the error for</p> |

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| | | <p>16 the charge against HMMA.</p> <p>17 Q. There wouldn't be a reason for HMMA</p> <p>18 to withhold any other reasons it might want a</p> <p>19 reconsideration for inclusion in this letter, is</p> <p>20 there?</p> |
| 101 | 264:23 - 265:06 | <p>264:23 A. Just based on the information I'm</p> <p>265:01 reading here, Mr. Middlebrooks representing HMMA</p> <p>02 provided the information to say that the charge</p> <p>03 against HMMA was in error.</p> <p>04 Q. And if there was another reason that</p> <p>05 HMMA wanted the EEOC to reconsider, it would be</p> <p>06 included in Exhibit 16?</p> |
| 102 | 265:09 - 265:12 | <p>265:09 A. I believe based on the seven items</p> <p>10 that he's outlined in this letter, that</p> <p>11 determined why HMMA was not -- should not be</p> <p>12 charged.</p> |
| 103 | 265:15 - 265:15 | <p>265:15 A. As of the date of the letter.</p> |
| 104 | 265:18 - 266:03 | <p>265:18 (Whereupon, Plaintiff's Exhibit 17</p> <p>19 was marked for identification and a copy of same</p> <p>20 is attached hereto.)</p> <p>21 Q. Have you seen this determination</p> <p>22 issued by the EEOC before?</p> <p>23 A. I glanced at it yesterday, yes.</p> <p>266:01 Q. When did you first become aware that</p> <p>02 the EEOC had found that HMMA had engaged in</p> <p>03 retaliation towards Ms. Key?</p> |
| 105 | 266:06 - 267:21 | <p>266:06 Q. Sure. How did you -- when did you</p> <p>07 first learn that the EEOC had made a</p> <p>08 determination adverse to HMMA?</p> <p>09 A. I don't remember the exact date, but</p> <p>10 to be more general -- and that's what I have to</p> <p>11 be, because I don't have an exact -- it would</p> <p>12 have been before this deposition. I just can't</p> <p>13 recall an exact date. I just -- five, six months</p> <p>14 or more. I really don't recall, but I was</p> <p>15 definitely made aware of it X number of months</p> <p>16 ago. I don't know an exact date.</p> <p>17 Q. And you were in your VP human</p> <p>18 resources role in June of 2019, correct?</p> <p>19 A. Yes.</p> <p>20 Q. But despite being VP of human</p> |

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| | | <p>21 resources in June of 2019 when this determination</p> <p>22 was issued, you weren't made aware of it until</p> <p>23 sometime this year in 2022?</p> <p>267:01 A. Again, I was speculating on exactly</p> <p>02 when, but the important point is this does not</p> <p>03 involve an HMMA team member.</p> <p>04 Q. That's not my question. You're the</p> <p>05 senior vice-president --</p> <p>06 A. I'm giving you the response, because</p> <p>07 that's why I wouldn't have been informed until it</p> <p>08 was necessary to be involved with the case. So I</p> <p>09 would not have been informed, because it's not an</p> <p>10 HMMA team member.</p> <p>11 Q. You would agree the determination by</p> <p>12 the EEOC, though, is that HMMA's employment</p> <p>13 practices, in their view, may be violating</p> <p>14 statutes?</p> <p>15 A. Based on the information provided by</p> <p>16 the equal employment commission letter, maybe,</p> <p>17 yeah.</p> <p>18 Q. And going back to the beginning of</p> <p>19 your deposition, you said it's their</p> <p>20 determination that would determine if a complaint</p> <p>21 was valid, correct?</p> |
| 106 | 267:23 - 268:09 | <p>267:23 A. Yeah, I recall saying something</p> <p>268:01 whether or not -- the EEO would determine whether</p> <p>02 or not we were at fault, and then we have a right</p> <p>03 to defend that, which Mr. Middlebrooks' letter</p> <p>04 that points out the seven different items that</p> <p>05 show they were in error.</p> <p>06 Q. In your role as vice-president of</p> <p>07 human resources, should you have been made aware</p> <p>08 that the EEOC had made a finding adverse to HMMA?</p> <p>09 A. If it involved a team member, yes.</p> |
| 107 | 269:07 - 269:12 | <p>269:07 Q. Isn't part of your job to make sure</p> <p>08 that HMMA complies with federal laws that deal</p> <p>09 with employment like Title VII?</p> <p>10 A. It is the responsibility of the</p> <p>11 entire organization to make sure we're in</p> <p>12 compliance with Title VII, not just myself.</p> |
| 108 | 285:05 - 285:13 | <p>285:05 Does the HMMA general affairs</p> <p>06 department get to direct what the duties of the</p> |

| | | |
|-----|-----------------|---|
| | | <p>07 HMMA mailroom staff are?</p> <p>08 A. As we've talked about, general</p> <p>09 affairs is the one that has the interaction with</p> <p>10 Hyundai Engineering. And this looks like it's</p> <p>11 saying that the general affairs department would</p> <p>12 direct Hyundai Engineering to ask the mailroom</p> <p>13 individual to do other duties as required.</p> |
| 109 | 297:11 - 297:22 | <p>297:11 Q. Do you know when HMMA first saw a</p> <p>12 copy of the EEOC charge that Ms. Key filed</p> <p>13 against Dynamic Security?</p> <p>14 A. I suspect it's the same date as</p> <p>15 wherever that document is that was received by</p> <p>16 Chris Smith.</p> <p>17 Q. And the document that was received by</p> <p>18 Chris Smith was Ms. Key's complaint against HMMA?</p> <p>19 A. Uh-huh (positive response).</p> <p>20 Q. When did HMMA first see the complaint</p> <p>21 Ms. Key filed against Dynamic Security?</p> <p>22 A. That, I don't know.</p> |
| 110 | 299:08 - 301:04 | <p>299:08 Q. Exhibit 23 to your deposition is HEA</p> <p>09 215 through 216.</p> <p>10 (Whereupon, Plaintiff's Exhibit 23</p> <p>11 was marked for identification and a copy of same</p> <p>12 is attached hereto.)</p> <p>13 Q. Have you seen Plaintiff's Exhibit 23</p> <p>14 before?</p> <p>15 A. Yes, I reviewed this briefly</p> <p>16 yesterday.</p> <p>17 Q. Okay. And when we look at the e-mail</p> <p>18 at the top of Plaintiff's Exhibit 23, it's an</p> <p>19 e-mail sent from Chris Whitehead in HMMA's legal</p> <p>20 compliance department to Kristal Riddle at</p> <p>21 Dynamic Security and copying Cassandra Williams</p> <p>22 at HEA, correct?</p> <p>23 A. Yes.</p> <p>300:01 Q. And what does the subject matter of</p> <p>02 this e-mail concern?</p> <p>03 A. I'm reading it. Chris says: We just</p> <p>04 got a letter from EEOC indicating they intend to</p> <p>05 recommend a for cause determination against HMMA</p> <p>06 on the Davita Key charge. Have you heard</p> <p>07 anything back regarding the charge submitted</p> |

08 against Dynamic Security?

09 Q. Other than this e-mail exchange, are
10 there any other communications among the three
11 defendants to this lawsuit about Ms. Key's
12 pending EEOC claims?

13 A. I have no knowledge of any other
14 information being exchanged or e-mails.

15 Q. Are there any other e-mails in this
16 family of e-mails?

17 A. I have no knowledge of any other
18 e-mails.

19 Q. If they are, would they exist on
20 HMMA's server since at least two of the parties
21 to this e-mail exchange have @HMMAUSA.com e-mail
22 addresses?

23 A. As I stated before, I don't know
301:01 AutoEver IT group's record retention on e-mails.
02 So it's hard to say if there would be any record
03 of these extensive e-mails that you're looking
04 for. I have no knowledge.